THE YOUNG CLERKS GUIDE:

OR,

An Exact Collection of choice Engliſh Preſidents according to the beſt forms now uſed,

For all ſorts of Indentures, Letters of Atturney, Releaſes, Conditions, &c.

Very uſefull and neceſſary for all, but chiefly for thoſe that intend to follow the Atturney's practice.

Compiled by Sir *R. H.* Counſellor : And reviſed by an able Practitioner.

The ſeventh Impreſſion.

LONDON,
Printed for *Matthew Walbancke* at *Grayes-Inne* Gate in *Holborne*,
1656.

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OCT 17 1938
10/17/38

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An Indenture of an Annuity.

THis Indenture made the twentieth day of,&c. in the &c. between I.S. of *Skipton* in the County of *York* Esq; of the one part, and C. P. of *London* Esq; of the other part, witnesseth, That the said I.S. for and in consideration of the sum of &c. to him before the ensealing and delivery of these presents, well and truly contented & paid, whereof and wherewith, he the said I.S. doth acknowledge and confess himself to be fully satisfied, and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said C.P. his Heirs executors and administrators and every of them for ever by these presents: Hath given, granted and confirmed, and by these presents doth give, *Grant*, grant and confirm, for him and his Heirs, unto the said C. P. his Executors and assigns, One Annuity of yearly Rent-charge of two hundred pounds of lawfull money of *England*, to be issuing and going out of all those the Mannors and Lord-ships of *Stanton*, &c. with all and singular their Right, Members and Appurtenances, in the said County of *York*; and out of all and singular the Messuages, Cottages, Houses, Edifices, Buildings, Barns Stables, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Pastures, Commons, Moors, Marshe-

Rents, Reversions, Services, Profits, Commodities, Emoluments and hereditaments whatsoever, with the appurtenances to the several Mannors, or any of them belonging or heretofore had, used, reputed, occupied, or enjoyed, as part or parcel of them, or any of them; And also out of all other the Lands, Tenements, and Hereditaments of the said I. S. within the said County of *York*; To have and to hold, perceive, receive, and take the said Annuity or yearly rent-charge of, &c unto the said C. P. his Executors and Assigns, from the day of the date of these presents, for and during the full term and time of forty years now next ensuing, and fully to be compleat and ended, if the said C. P. and R. P. Esq; Nephew to the said C. P. or either of them, shall so long live; To be paid at four most usuall Feasts or Terms in the year, that is to say, at the Feasts of &c. by even and equal portions, At or in the Church-porch of the Parish Church of &c. And the said I. S. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant, to and with the said C. P. his Heirs and Assigns, that if it shall happen the said yearly Rent of, &c. to be behind and unpaid, in part or in all, over or after any of the said Feast-days, in which the said ought to be paid, being lawfully demanded, according to the true intent and meaning of these presents, That then he the said I. S. his Heirs and Assigns, shall and will not only forfeit and lose unto the said C. P. his Executors or Assignes, for or in the name of a pain and penalty, the sum of forty shillings of lawfull money of *England*, for every day the said yearly Rent shall happen to be behind and unpaid, in part or in all,

A Covenant to pay 10 l. for every day after default in payment of the Rents, and to re-enter.

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over or after any of the ſaid Feaſt-days, wherein the ſame ought to be paid, as before is mentioned: But alſo that it ſhall and may be lawfull to and for the ſaid C. P. his Executors and Aſſignes, and to and for every of them, from time to time, from and after every of the ſaid Feaſt-dayes, wherein the ſaid yearly Rent, or any part thereof ſhould or ought to be paid, as before is mentioned, into all and ſingular the ſaid Mannors, and into every of them, and into all other the Lands, Tenements and Hereditaments to the ſaid Mannors or any of them belonging, and into all other the premiſes, with all and ſingular their appurtenances, and into every or any part or parcel thereof, at his or their, or any of their free wills or pleaſures, to enter and diſtrain, as well for the ſaid yearly Rents, as for the ſaid ſumme or ſummes of money, which ſhall or may happen to become forfeited or loſt, for or in the name of a pain, as is aforeſaid, and for the arrearages of them, and either of them, if any ſhall happen to be, and the diſtreſſe and diſtreſſes then and there found, to lead, drive, take, and carry away, and the ſame to detain and keep, until the ſaid C. P. his Executors, or Aſſigns, ſhall be fully ſatisfied, contented and paid. And the ſaid I. S. for himſelf, his Executors, &c. doth Covenant and grant to and with the ſaid C. P. his Executors, &c. that he the ſaid I. S. at the time of the enſealing & delivery of theſe preſent Indentures is ſolely, rightfully and abſolutely ſeized in his Demeaſn, as of Fee-ſimple, to his own proper uſe and behoof, without any manner of condition or limitation of any uſe or uſes, to alter, change and determine the ſame, of and in the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments, and all other the premiſes above named,

Covenant that he is ſeiſed in Fee and hath power to charg the premiſes with the Annuity.

with their appurtenances, and of every part and parcel thereof: and that he now hath full power and lawfull authority, to charge all and singular the same premiſes, with the appurtenances, and every part thereof, to & with the ſaid Annuity or yearly rent, &c. in manner and form above declared; and alſo that the ſaid Mannors, Meſſuages, Lands, Tenements, and all other the premiſes, now are, and ſo from time to time and at all times, for and during the ſaid term of forty years (if the ſaid R. and C. or either of them, ſhall ſo long live) ſhall and may remain & continue liable, ſufficient and avert to and for diſtreſſe, and diſtreſſes of the ſaid A. and of his Executors or Aſſigns, as the caſe in that behalf ſhall require, for and concerning the ſaid yearly rent, and other the premiſes, and every part thereof; And the ſaid I.S. for himſelf, &c. That he the ſaid I.S. his Executors and Aſſigns, ſhall and will from time to time, and at all times hereafter, for and during the ſpace of 5 years next enſuing the date hereof, at the reaſonable requeſt of the ſaid C. P. his Exec. and Aſſigns, or any of them, at his or their, or any of their proper coſts and charges in Law, do, make, knowledge, and ſuffer, or cauſe and procure to be done, made, knowledged and ſuffered, all and every ſuch further reaſonable and lawfull act and acts, thing and things, device and devices in the law whatſoever, for the further, more better & perfect aſſurance ſurety and ſure making of the ſaid anuuity or yearly rent-charge of &c. to the ſaid C. P. his executors and aſſigns, for and during the ſaid term of forty years, if the ſaid C. and R. do ſo long live, according to the true intent and meaning of theſe preſents, as by the ſaid C. P. his executors, adminiſtrators, or aſſigns, or by any of them, or by any of their council learned in the Laws, ſhall be reaſonably deviſed, adviſed or required. In witneſs whereof, the parties aforeſaid to theſe preſent

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Indentures, have not only interchangeably ſet their &c. but alſo the ſaid I. S. hath given and delivered unto the ſaid C. P. ten ſhill. current Engliſh money, in the name of ſeiſin of the aforeſaid Annuity or yearly rent-charge of &c. before mentioned. Dated the day and year above written.

An Indenture of Leaſe with extraordinary Covenants.

THis Indenture made &c. between C. B. of &c. of the one part; and I. S. of *Stretton* in the County of &c. Witneſſeth, that the ſaid C. B. for and in conſideration of &c. hath demiſed, granted, ſet, and to Farm-let, and by theſe preſents doth &c. unto the ſaid I. S. all that his Meſſuage or Tenement, ſet, lying & being in &c. aforeſaid, together with all houſes, edifices, buildings, barns, yards, orchards, crofts, lands, meadows, paſtures, feedings, commons, profits, & commodities whatſoever, to the ſaid Meſſuage or Tenement of right in any wiſe belonging, lying within the Town or fields of *Stretton* aforeſaid: All which meſſuage or tenement, with all other the premiſes are now in the occupation of the ſaid I. S. (except & always reſerved) out of this preſent Leaſe, all manner of trees growing or being in or upon the ſaid premiſes or any part thereof; To have & to hold the ſaid meſſuage or tenement, with all houſes, edifices, buildings, barns, yards, orchards, crofts, lands, meadows, paſtures, commons, profits, commodities, with their appurtenances, as is aforeſaid (except before excepted) unto the ſaid I. S. his Executors, &c. from the day of the date of theſe preſents, unto the full end and term of 21 years from thence next enſuing, & fully to be compleat and ended, yielding & paying therefore yearly, during the

ſaid term, unto the ſaid C.B. and the heirs of his body lawfully begotten, and for default of ſuch iſſue, to the right Heirs inheritable to the premiſes, the yearly Rent of &c. At two of the uſual Feaſts in the year, that is to ſay, at the annunciation of our Lady, and St. *Michael* the Archangel, by even and equal portions, and doing ſervice to the Court of the ſaid C. B. his heirs and other aforeſaid, at his or their Mannor of S. aforeſaid, as often as it ſhall be kept there, at or upon reaſonable ſummons or warning, as other Tenants of the ſaid Mannor do, or ſhould do; And at the deceaſe of the ſaid I.S. and ſuch his Aſſigns, as hereafter by him ſhall be nominated or appointed, dying Tenants of the premiſes, to pay his or their beſt Beaſt unto the ſaid C.B. and to ſuch as the remainder or reverſion of the ſaid Mannor ſhall come unto, in the name of a Heriot; And if it ſhall happen the ſaid yearly rent of, &c. to be behind or unpaid in part or in all, by the ſpace of &c. next after any of the ſaid Feaſts at which it ought to be paid (if it be lawfully demanded) That then & from thenceforth, it ſhall and may be lawfull unto and for the ſaid C.B. his heirs, &c. and all & every other the perſons above-named to whom the right thereof ſhal appertain as aforeſaid, into the ſaid Meſſuage or Tenement, and all other the premiſes with the appurtenances, wholly to re-enter, & the ſame to have again, retain and re-poſſeſſe, as in his or their former eſtate, this Indenture or any thing therein contained to the contrary in any wiſe notwithſtanding. And alſo it is covenanted and agreed, that it ſhall and may be lawfull unto the ſaid I.S. and his Aſſigns, to lop the Trees growing upon any parcel of the premiſes heretofore lopped, at all times convenient, for the neceſſary fencing of the Hedges: And the ſaid I.S. doth covenant and grant, for him, his Executors, Adminiſtrators and aſſignes,

For reparation.

assigns, by these presents, to and with the said C. B. his Heirs, executors, administrators and assigns; and every of them, That he the said I. S. and his Assigns shall and may do, or cause to be made or done, at his or their own proper costs and charges, all and all manner of reparations in and upon the premises, before by these presents granted and letten, from time to time, when and as often as need shall require, during the said term of, &c. and so well and sufficiently repaired, shall in the end of the said term, or other sooner determination of this present Lease, yield up and leave the same. And further,

To do sute belonging to the mills of the said Mannor.

shall from time to time, during the said term, do his or their sute to the Mill or Mills of the said C. B. within the said Mannor of S. aforesaid, & all such Corn & other Grain whatsoever, as the said I. S. aforesaid doth or may accustomarily, use to grind or cause to be ground, to be at the same Mill or Mills ground. And it is further covenanted and agreed between the said parties, that it shall and may be lawfull to and for the said C. B. and his heirs, or any to whom the right thereof shall appertain as aforesaid, if it be their pleasure, at any time hereafter during the said term, to make an exchange of parcel or parcels of the Lands or Meadows, or any part or parcel of the premises belonging to the said Messuage or Tenement, to take, & to have the same at his or their will & pleasure, giving and allowing unto the said I. S. and his assigns, as much Land in quantity and goodness for the same, in such place within the fields of S. aforesaid, as by the judgement and discretion of four of the Tenants of the said C. B. and his Heirs, or any to whom the right therof shall appertain as aforesaid, then dwelling in S. aforesaid, shall be adjudged, nominated and appointed: And the said I. S. Covenanteth and grant-

teth, &c. that he the ſaid I. S. or his Aſſigns ſhall and will yearly during the ſaid term, at ſeaſonable times, due and convenient, in the year, Plant or Set in or upon the premiſes, ſix hanſome young Trees or Saplings of Oak, Elm or Aſh, and them ſo Planted and Set, ſhall from time to time yearly, cheriſh, preſerve, ſuſtain and ſuffer to grow and encreaſe, to the moſt profit, uſe and behoof of the ſaid C. B. his heirs and aſſigns for ever. Provided alwayes, and it is fully conditioned and agreed between the ſaid parties, that the ſaid I. S. ſhall not at any time hereafter, Demiſe, Grant, Let, Set, Aſſign, or by any other way or means, put away or depart with the ſaid Leaſe, Term of years, Meſſuage or tenement, and other the premiſes, with the appurtenances, or any part or parcel thereof, or do, procure, or ſuffer to be done, any act, deed or thing, whatſoever, whereby the ſame, or any part or parcel thereof, ſhall or may at any time hereafter, Revert, Deſcend, or come unto any perſon or perſons whatſoever, other then unto his Wife and Child, at any time during the ſaid term, without the conſent of the ſaid C. B. or his Heirs, and other the perſons aforeſaid, firſt had and obtained in writing under his or their hands or ſeals, upon pain of forfeiting of this Indenture of Leaſe, any thing herein contained to the contrary in any wiſe notwithſtanding.

And the ſaid C. B. Covenanteth for himſelf, his Heirs, Executors and Adminiſtrators &c. to warrant and defend the ſaid Meſſuage or Tenement, and all other the premiſes above letten, unto the ſaid I. S. and ſuch his aſſigns as are above expreſſed againſt all perſon or perſons pretending any title to the ſame, from, by or under him the ſaid C. B. his Heirs or aſſigns, during the ſaid term, according to the true intent and meaning of theſe prelents. In witneſs whereof the parties firſt above named, to theſe preſent Indentures in

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change ably have ſet their hands and ſeals, the day and year firſt above written, *Anno q; Dom.* 1636.

A Deed of gift made to one to ſave him harmleſs from all Bonds.

TO all Chriſtian people to whom this preſent writing ſhall come, I, I.P. of &c. ſend greeting in our Lord God everlaſting: Know ye that I the ſaid I.P. as well for the indemnity, diſcharge and ſaving harmleſs of R. B. of &c. his Heirs, executors and adminiſtrators, and every of them, of and from all manner of bonds and writings Obligatory whatſoever wherein the ſaid R. B. is and ſtandeth bound for me the ſaid I. P. in any ſumme or ſummes of money to any perſon or perſons whatſoever; as alſo for divers other good cauſes and conſiderations me hereunto eſpecially moving, have given *Grant.* granted bargained, ſold and confirmed, and by theſe preſents do give, grant, bargain, ſell and confirm unto the ſaid R.B. all and ſingular my Leaſes, goods and chattels whatſoever, as well real as perſonal, of what kind, nature, quality or condition ſoever the ſame are or be, and in what place or places ſoever the ſame ſhall or may be found, as well in my own cuſtody and poſſeſſion, as in the hands, cuſtody and poſſeſſion of any other perſon or perſons whatſoever, To have & to hold all and ſingular the ſaid leaſes, goods and chattels, and all other the premiſes, with the appurtenances, to the ſaid R.B. his heirs, executors, adminiſtrators and aſſigns, to his and their own proper uſe and behoof for ever: And I the ſaid I.P. and my heirs, all and ſingular the ſaid goods and chattels, and other the premiſes, unto the ſaid R. B. his executors, adminiſtrators and aſſigns, to his and their own proper uſe as aforeſaid, ſhall and will warrant and

for

for ever defend, by theſe preſents: Provided alwaies that if the ſaid I. P. my Executors, adminiſtrators or aſſigns, or any of us, do or ſhall from time to time and at all times hereafter, clearly acquit and diſcharge, or otherwiſe ſufficiently ſave and keep harmleſs the ſaid R. B. his Executors, adminiſtrators and aſſigns, and all his and their Goods, Chattels, Lands, Tenements and Hereditaments, and every of them, off and from all and ſingular Bonds and Writings Obligatory whatſoever, wherein, or whereby the ſaid R. B. at the requeſt, and for the debt of me the ſaid I. P. is and ſtandeth bound to any perſon or perſons whatſoever, in any ſum or ſums of money, and off and from all manner of actions, Suits, Charges, Troubles, Expences and Demands whatſoever, which ſhall or may in any wiſe hereafter happen, come, grow or be, to or againſt the ſaid R.B. his Executors or adminiſtrators, or any of them, for or by reaſon, or means of the ſame Obligations or writings Obligatory, or any of them, or any thing in them, or any of them mentioned or contained, that then this preſent Deed or Grant, and every thing herein contained, ſhall be utterly void and of none effect, any thing herein before ſpecified to the contrary thereof in any wiſe notwithſtanding. In witneſs whereof, &c.

A Leaſe of a houſe and certain Lands made in conſideration of a certain ſum of money, the fee-ſimple being in the Leaſor.

THis Indenture made, &c. Between M. C. of, &c. Gentleman, and A.C. his wife, on the one part, and T.E. of &c. Eſq; on the other part, witneſſeth, that the ſaid M.C. and A. his wife, for and in conſideration of the ſum of, &c. of lawfull money of *England* to them in hand paid, before the enſealing and delivery

delivery of these presents by the said T. E. whereof and wherewith they the said M. C. and A. acknowledge themselves to be fully satisfied, contented and paid, and thereof and of every part and parcel thereof, do clearly acquit and discharge the said T. E. his Executors, Administrators and Assigns, by these presents, have Demised, Granted, Set, and to Farm-let, and by these presents Demise, &c. unto the said T. E. his &c. All that their Mansion house, with the rights, members and appurtenances thereof, scituate, lying and being in *Arlescot*, in the Parish of N. in the County of W. all that Close of Pasture commonly called or known by the name of the great Close, containing by estimation forty Acres be it more or lesse; and also all that Close of Pasture, commonly called or known by the name of the middle pasture, containing by estimation forty Acres, be it more or lesse, and all that Close of Pasture, &c. All and singular which said Closes and other premises are, or late were in the tenure or occupation of the said M. or his Assignee or Assignees, and are situate, lying and being in A. aforesaid in the said C. N. and also all other Messuages, Houses, Edifices, Buildings, Barns, Stables, Dove-houses, Orchards, Gardens, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Commons, Wast-ground, Moors, Marshes, Rents, Reversions, Services, Profits, Commodities & Hereditaments whatsoever of them the said M. C. or A. C. or either of them, situate, lying and being in A. aforesaid, or in either of them, in the said County of N. To have and to hold the said Mansion-houses, Closes of Meadow, Pasture, and arable, & all & singular other the premises, with their & every of their appurtenances, before by these presents demised, & every part & parcel thereof unto the said T. E. his Executors, Administrators and Assigns, from the Feast-day of &c. last past before the

date

date hereof, unto the full end and term of, &c. from thence next enſuing and fully to be compleat and ended, yielding and paying therefore yearly during the ſaid term unto the ſaid M. C. and *A.* his Wife, their Heirs and Aſſigns, one pepper-corn at the Feaſt of &c. if the ſame be lawfully demanded; And the ſaid M. C. for himſelf, and for the ſaid *A.* his Wife, their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, doth Covenant, Promiſe and Grant to and with the ſaid T. E. his Executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents in manner and form following, That is to ſay, that he the ſaid M. C. at the time of the enſealing and delivery of theſe preſents, ſtandeth and is lawfully ſeized in his Demeaſn, as of Fee, of and in the ſaid Manſion-houſe, ſeveral Cloſes, and of, and in all other the premiſes, before by theſe preſents Demiſed, or mentioned to be demiſed, with their and every of their appurtenances, without any manner of condition or limitation of uſe or uſes, to alter, change or determine the ſame: That they the ſaid M. C. and *A.* or one of them, now have or hath full power, and authority to demiſe and grant the ſaid Manſion-houſe, and other the premiſes, with their appurtenances, and every part and parcel thereof, unto the ſaid T. E. his Executors, adminiſtrators and aſſignes in manner and form aforeſaid; and alſo that the ſaid Manſion-houſe, Cloſes, and other the permiſes before by theſe preſents Demiſed, or meant, mentioned or intended to be demiſed, and every part and parcel thereof, now are, and by and during the ſaid Term of &c. by theſe preſents granted, ſhall be, remain and continue unto the ſaid T. E. his Executors, adminiſtrators and aſſignes of the clear yearly value of, &c. at the leaſt, over and above all charges and reprizes; And further that the ſaid

T. E.

T. E. his Executors, Administrators, and Assignes under the Rents, Covenants, Grants and Agreements in these presents contained, shall and may at all time hereafter, and from time to time during the term hereby granted & demised, or ment, mentioned or intended to be granted or demised, quietly & peaceably have hold, use, occupy, possess and enjoy the said Mansion-house, Closes, and all other the premises, and every part and parcel of them, with their, and every of their appurtenances; And the Rents, Issues and Profits thereof, shall or may receive, perceive, and take to his and their own proper use & behoof, clearly acquitted, exonerated and discharged of, and from, all manner of former and other bargains, sales, gifts, grants, leases, Jointures, Statutes-Merchant, and of the Staple recognizances, intrusions, judgements, executions, rent-charge, rents-seck, arrerages of rents, debts and duties to the Kings Majesty, And of and from all other charges, titles, troubles and incumbrances whatsoever, had, made, committed, done or suffered by the said M.C. and A. or either of them, their or either of their heirs or assigns, or by any other person or persons whatsoever; And moreover the said M.C. for himself, and for the said A. his Wife, their heirs, executors and administrators, and for every of them, doth covenant, promise and grant to and with the said T.E. his executors, administrators and assigns, and to and with every of them by these presents, that he the said M.C. and A. his Wife, their heirs and assigns, shall and will at all times hereafter, and from time to time during the time and space of five years next ensuing the date hereof, upon all and every reasonable request and requests to him or them, or any of them to be had or made by the said T. E. his executors, administrators, or assigns, or any of them, and at the costs and charges in the Law

of

of him the ſaid T. E, his Executors or Aſſigns, or ſome of them, do make, knowledge, execute and ſuffer, or cauſe to be done, made, knowledged, executed and ſuffered, all & every ſuch further lawfull act and acts, thing and things, device and devices in the Law whatſoever, for the better confirmation of theſe preſents. And for the better and further aſſurance, ſurety, ſure-making and conveying of the ſaid Manſion-houſe, Cloſes, and other the Premiſes, and every or any of them, with their and every of their appurtenances, for and during the ſaid term of years, hereby granted, or mentioned to be granted unto the ſaid T. E. his Executors, Adminiſtrators or Aſſigns, according to the true intent & meaning of theſe preſents, as by the ſaid T. E. his Executors, Adminiſtrators or Aſſigns, or by his or their Counſel learned in the Law ſhall be reaſonably deviſed, &c. In witneſſe &c.

An Aſſignment of the ſame Leaſe and premiſes to a third perſon in truſt, upon condition that if the money be not paid, the Aſſignment to be void.

THis Indenture made the &c. between T. E. of &c. on the one part, and T. C. of &c. on the other part, witneſſeth, that whereas M. C. of, &c. Gentleman, and A. C. then Wife of the ſaid M. by their Indenture of Leaſe, being dated the &c. for the conditions therein mentioned, did demiſe, grant and to Farm-let unto the ſaid T. E. his Executors, Adminiſtrators and Aſſigns, all that his Manſion-houſe, with the Rights, Members and Appurtenances thereof, ſituate, lying and being in *Arleſcot*, in the Pariſh of N. in the County of N. and all that Cloſe of Paſture, commonly called or known by the name of the great Cloſe, conteining by eſtimation forty Acres, be it more or leſſe; and alſo all that Cloſe of paſture

paſture, commonly called or known by the name of the middle paſture, containing by eſtimation fourty Acres, be it more or leſs; And all that cloſe and meadow, &c. All and ſingular which ſaid cloſes, and other the premiſſes, then or late were in the tenure or occupation of the ſaid M. his Aſſignee or Aſſignes, and are ſituate lying or being in *Arleſcot* aforeſaid, in the ſaid County of N. and alſo all other Meſſuages, Houſes, Edifices, Buildings, Dove-houſes, Orchards, Gardens, Tenements, Meadows, Paſtures, Feedings, Woods, Under-woods, Commons, Waſte-ground, Moors, Meadows, Marſhes, Rents, Reverſions, Services, Profits, Commodities and Hereditaments whatſoever, of them the ſaid M.C. and A. C. or either of them, ſituate, lying and being in A. aforeſaid, and N. or either of them, in the ſaid County of N. to have and to hold the ſaid Manſion-houſe, Cloſes of Meadow, Paſture and Arable, and all and ſingular other the premiſes, with their and every of their appurtenances, by the ſaid Indenture of Leaſe demiſed or mentioned to be demiſed, and every part and parcel thereof, unto the ſaid T. E. his Executors, adminiſtrators and aſſigns, from the Feaſt of, &c. then laſt paſt, before the date of the ſame Indenture of Leaſe, unto the full end and term of, &c. from thence next enſuing, and fully to be compleat and ended, Yielding and paying therefore yearly, during the ſaid term, unto the ſaid M.C. and A. his wife, and to the Heirs and aſſigns of the ſaid M. one pepper-corn only at the Feaſt of, &c. if the ſame ſhall be lawfully demanded, as in and by the ſame Indenture of Leaſe amongſt divers other Covenants, grants, articles and agreements therein contained, more fully and at large it doth and may appear. Now this Indenture further witneſſeth, the ſaid T.E. for and under the proviſo or condition hereafter in theſe preſents mentioned and expreſſed,

hath

hath bargained, ſold, aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely bargain, ſell, aſſign and ſet over unto the ſaid T. C. his Heirs and aſſigns, all the Eſtate, Right, Title, Intereſt, Property, Poſſeſſion, Term of years, Claim and Demand whatſoever, which he the ſaid T. E. now hath, may, might, ſhould or in any wiſe ought to have or claim, of in or to the ſaid Manſion-houſe, Cloſes of Land, and other the premiſes, with the appurtenances, by the ſaid Indenture of Leaſe demiſed, and in and to every or any part or parcel thereof, by force and vertue of the ſaid recited Indenture of Leaſe; Provided alwaies that if the ſaid T. C. his Heirs, executors adminiſtrators or aſſigns, or ſome of them, ſhall not well and truly pay, or cauſe to be paid unto the ſaid T. E. his Executors, Adminiſtrators or aſſigns, the ſum of, &c. without fraud, &c. That then this preſent Indenture, and all and every Covenant, Grant, Article and Agreement therein contained, ſhall be utterly void, fruſtrate and of none effect, any thing herein before ſpecified to the contrary thereof in any wiſe notwithſtanding. In witneſs, &c.

An Aſſignment of a Judgement, with a Letter of Attorney therein inſerted.

TO all Chriſtian people to whom theſe preſent Writings ſhall come, We I. H. Clerk Parſon of &c. and O. B. of &c. Son and Executor of I. B. late of &c. Gentleman deceaſed, ſend greeting: Whereas there is a judgement of 400 l. depending in the Court commonly called the Kings Bench at *weſtminſter*, againſt E. S. of F. Eſq; and R. S. of F. aforeſaid Gentleman, at the ſute of me the ſaid I. H. and of the ſaid I. B. deceaſed, as by the Record thereof re-

remaining in the ſaid Court of Kings Bench, more at large may appear, upon which Judgement, there hath been Execution lately proſecuted and taken forth. Now know ye that we ſaid I. H. and O. B. for divers juſt cauſes and valuable conſiderations us hereunto eſpecially moving, Have granted, transferred, aſſigned, and ſet over; and by theſe preſents do clearly and abſolutely Grant, transfer, aſſign and ſet over unto *Anthony H.* of *Lincolns Inne*, in the County of *Middleſex* Gentleman, his Executors, Adminiſtrators and Aſſignes, as well the ſaid Judgement of 400 l. aforeſaid, as alſo all the Benefit, Commodity, Sum and Sums of money, profit and advantages whatſoever, that now is, or hereafter ſhall be obtained or gotten, by reaſon or means of the ſame judgement, or of any Execution or Extent thereof, or thereupon to be had, ſued, executed, or obtain'd, & all the eſtate, right, title, intereſt, and demand whatſoever, which wee the ſaid I. H. and O. B. or either of us have or ought to have, or claim, of, in and to the ſaid Judgement of 400 l. or any ſum of Money, Lands, Tenements, or other things, which by vertue thereof, or of any Execution, Proceſs, or proceedings thereupon ſued, ſhall be recovered, obrained or gotten; And further we the ſaid I. H. and O. B. do by theſe preſents make, ordain, conſtitute, authorize and appoint the ſaid A. H. to be our true and lawfull Atturney for us, and in our names, or the names of either of us, to Sue and Proſecute the execution upon the ſaid Judgement, and upon ſatisfaction given, or any other end, Compoſition or Agreement made concerning the premiſſes, to acknowledge ſatisfaction, or to make and do any other Releaſe and diſcharge for the ſame; and all and every other act or acts, thing or things, whatſoever, as ſhall be requiſite and needfull to be done, in or about the premiſſes, we covenant, promiſe and

grant to, allow, ratifie, eſtabliſh and confirm by theſe preſents; And we the ſaid I. S. and O. B. for us, and either of us, our Executors and Adminiſtrators, doe covenant, promiſe and grant to, and with the ſaid A. H. his Executors, Adminiſtrators and Aſſignes by theſe preſents in manner and form following; That is to ſay, that neither the ſaid I. B. in his life-time, nor we the ſaid I. H. and O. B. nor any of us have heretofore made, done or committed any Releaſe or other diſcharge of the ſaid Judgement, or of any Extent or Execution which hath been thereupon Sued or Executed, nor we the ſaid I. H. and O. B. or either of us, our Executors or Adminiſtrators, at any time hereafter ſhall, or will make, commit or do any Releaſe, or other Act or thing whatſoever, whereby the ſaid Judgement, or any Extent or Execution which hath been thereupon Sued or Executed, or which ſhall be thereupon ſued or executed at any time hereafter, by the ſaid A. H. or his Aſſigns, ſhall be in any manner of wiſe, hurt, hindred, diſabled, debarred or extinguiſhed, without the conſent of the ſaid A. H. his Executors or Aſſignes, thereunto firſt had and obtained in writing under his or their hands and ſeales. And further, that we the ſaid I. H. and O. B. our Executors, Adminiſtrators and Aſſigns, and every of us, ſhall and will at all times hereafter, and from time to time upon requeſt made, and at the coſt and charges of the ſaid A. H. and his Aſſignes, maintain, juſtifie, allow, and confirm all ſuch lawfull actions, Suits, Proceſs, Extents, Executions and proceedings whatſoever, as have been or hereafter ſhall be brought, ſued forth or proſecuted againſt the ſaid E. S. and R. S. or either of them, their Executors, or Adminiſtrators, or their, or any of their Lands, Tenements or goods, upon, or by reaſon of the ſaid Judgement of four hundred pounds above mentioned,

ned; And that he the ſaid A. H. his executors and adminiſtrators, ſhall and may peaceably and quietly have and hold, receive and enjoy, to his and their own proper uſes and behoofs, all ſuch benefit, ſum and ſums of money, Lands, Tenements, and other things, as by vertue of the ſaid Judgement or any Extents, Execution, proceſs or proceedings thereupon brought or to be brought, ſued or proſecuted, ſhall be recovered, obtained or gotten, without the let, ſuit, trouble, eviction or diſturbance of us the ſaid I. H. and O. B. or either of us, our executors, or adminiſtrators, and without any accompt or other thing to us, or any of us to be therefore made or given. In witneſs, &c.

An Aſſignment of a houſe and lands from one who had the ſame in Morgage, and was forfeited to him.

THis Indenture made, &c. between W. B. of, &c. on the one part, and G. H. of, &c. on the other part: witneſſeth; That whereas B. C. of, &c. by his Indenture bearing date, &c. (& ſo go forward with the recitals.) And whereas in the ſaid recited Indenture of Aſſignment, there is a proviſo or condition contained for redemption of the premiſſes, upon payment of one hundred pounds of, &c. on the ſixth day of, &c. which then ſhould be, and ſince hath been in the year of our Lord God, &c. At or in the, &c. as in and by the ſaid Proviſo or Condition, whereunto relation being had more fully and at large it doth and may appear, which ſaid ſum of 100l. &c. or any part thereof, was not paid or tendred to be paid to, or for the ſaid W. B. at the day or place in the Proviſo of Redemption limited for the payment thereof, and yet remaineth unpaid, by reaſon and means whereof, the ſaid Meſſuage and other the premiſſes, and the whole eſtate, leaſe, right,

title and intereſt of the ſaid B. C. in and to the ſame became forfeited unto the ſaid W. B. and he thereby was, and now is, and ſhall be lawfully intereſſed and poſſeſſed in the ſame premiſes, and every part thereof during all the reſidue and term of years, which then were, and yet are to come, and unexpired of the term granted to the ſaid B.C. in & by the ſaid Indenture of demiſe above-mentioned. Now this Indenture further witneſſeth, That the ſaid W. B. for and in conſideration of the ſum of &c. to him in hand paid by the ſaid G.H. at and before the enſealing and delivery of theſe preſents, whereof and wherewith, &c. Hath given, granted, bargained, ſold, aſſigned, and ſet over, and by theſe preſents doth fully, clearly, and abſolutely give, grant, &c. unto the ſaid G.H. his executors, adminiſtrators, & aſſigns, as well the ſaid meſſuage, tenements, yards, gardens, orchards, and cloſes to the ſame adjoyning and belonging; Together alſo with all and every the arable Land, Meadows; Paſtures, Feedings, Profits, Commodities and Hereditaments whatſoever to the ſaid Meſſuage belonging, or in any wiſe appertaining; And all other the premiſes, with appurtenances whatſoever, in and by the ſaid Indenture of demiſe granted to the ſaid W.B. as aforeſaid. As alſo all the eſtate, right, title, intereſt, property, poſſeſſion, term of years, claim and demand whatſoever which he the ſaid W.B. his executors, adminiſtrators, or aſſigns now have, hath, may, might, ſhould or in any wiſe ought to have or claim, of, in or to the ſaid meſſuage, and other the premiſes, with the appurtenances, and every or any of them, or any part or parcel thereof, by force and vertue of the ſaid Indenture of Morgage or Aſſignment above recited, or either of them, or any thing in them, or any of them mentioned or contained, or by any other ways or means whatſoever: together with the ſame Indenture of Demiſe

and

and Morgage aforesaid, and all & every other Writings and Minuments concerning the same; To have and to hold the said messuage, yards, gardens, orchards, lands, Meadows, Pastures, Feedings, Indenture of demise and Morgage, Writings and Minuments, estate, right, title, interest & term of years, and all and singular other the premises, with the appurtenancs, before by these presents bargain'd, sold, assign'd, & set over, & every part and parcel thereof, unto the said G.H. his Executors, administrators and assigns, to his and their own proper uses and behoofs, in as large, ample and beneficial manner and form to all intents, constructions and purposes as he the said W.B. now hath, may, might, should, or in any wise ought to have and enjoy the same, by force & vertue of the same Indenrure of Lease or Demise, or the said Indenture of Morgage aforesaid, or either of them, or any thing in them, or any of them mentioned or expressed, or otherwise howsoever (A Covenant for discharge of incumbrances) in witnesse whereof, &c.

A Morgage of a Lease for indempnity of certain sureties bound in an Obligation made to another in trust, for their use.

THis Indenture made the, &c. Between H. H. of &c. Gentleman, on the one part, and R. M. of &c. I.N. and R.D. of &c. Gentleman, on the other part, witnesseth, That whereas, &c. as in and by the said Indenture of Lease amongst other things more fully and at large appeareth. And whereas the said I.N. and R.D. at the request, & for the debt of the said H.H together with him, in and by one Obligation with Condition endorsed, bearing date with these presents, are & stand joyntly and severally bounden unto R.S. of, &c. in the sum of, &c. for the true payment of, &c. on the &c. at or in the &c. as in and by the said recited Obligation & condition therof more at large it doth & may appear.

Now this Indenture further witneſſeth, That the ſaid H. H. for the Indempnity and diſcharge of R. and D. their heirs, executors and adminiſtrators, and every of them, of, and from the ſaid recited obligation, and all ſum and ſums of mony therein mentioned and contained, and from all actions, ſuits & demands concerning the ſame: Hath given, granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely give, grant, bargain, ſell, aſſign and ſet over unto the ſaid R. M. his executors, adminiſtrators and aſſigns, as well the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes with the appurtenances, and every part thereof by the ſaid Indenture of Leaſe demiſed, and every part and parcel thereof; as alſo all the eſtate, right, title, intereſt, property, term of years, claim and demand whatſoever, which he the ſaid H. H. his executors, adminiſtrators or aſſigns, now have, hath, may, might ſhould, or in any wiſe ought to have or claime of, in and to the ſaid Meſſuage or Tenement, and other the premiſſes, with the appurtenances, and every or any part or parcel thereof, by force and vertue of the ſaid recited Indenture of Leaſe, or any thing therein contained, or by any other wayes or means whatſoever; together with the ſaid recited Indenture of Leaſe:

Consideration.

To have and to hold the ſaid Meſſuage or Tenement, Indenture of Leaſe, eſtate, right, title, intereſt, term of years, and all and ſingular other the premiſſes, with the appurtenances before by theſe preſents bargained or ſold, or meant mentioned or intended, to be hereby given, granted, ſold, aſſigned and ſet over, and every part and parcel thereof, unto the ſaid R. M. his Executors, and Aſſignes, from the enſealing, and delivery of theſe preſents forwards, for, during, and untill the full

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full accomplishment of all the residue of the said term of &c. now to come and unexpired, granted by the said Indenture of Lease, in as large, ample and beneficial manner and form, to all intents, constructions and purposes, as he the said H.H. now hath, may, might, should, or in any wise ought to have & enjoy the same by force and vertue of the said recited Indenture of Lease, or any thing therein contained, or otherwise howsoever. Nevertheless upon special trust and confidence, that he the said R. M. his Executors, Administrators and Assigns, and every of them shall stand and be interessed and possessed of and in the said Messuage or Tenement, and all other the before bargained premises, with the appurtenances, and every part and parcel thereof, to the only proper uses and behoofs of the said I. N. and R. D. their Executors, Administrators and Assigns, and to no other use, intent or purpose whatsoever. And the said H. H. for himself, his Executors and Administrators, doth covenant, promise & grant to and with the said R.M. his Executors &c. and to and with every of them by these presents, in manner and form following: That is to say, That the said recited Indenture of Lease at the time of the ensealing and delivery of these presents, is a good, perfect, sure, & indefeasible Lease in the Law of, and for the said Messuage or Tenement and premises thereby demised and so shall stand, remain, and continue unto the said R. M. his Executors, and Assigns to the uses before mentioned, for and during the term of years thereby granted and un-expired; And that he the said H.H. now hath full power, good right, true title, and lawfull authority to give, grant, bargain, sell, and set over the same premises & every part thereof unto the said R.M. his Executors, Administrators and Assigns to the use aforesaid

And that he hath power to demise.

in manner and form above mentioned, according to the true intent and meaning of these presents (A Covenant for quiet enjoying, and from Incumbrances) Provided always, that if the said H. his heirs, Executors, Administrators or Assigns, or any of them, do truly pay or cause to be paid unto the said R. S. his Executors, Administrators or Assigns, the said sum of, &c. on the &c. at the place aforesaid, for and in full and clear discharge of the said recited Obligation and Condition above mentioned, that then this Indenture to be void and of none effect: this Indenture or any thing therein conteined to the contrary thereof in any wise notwithstanding. In witness, &c.

Proviso.

A Bill of Sale.

KNow all men by these presents, that I W. H. of, &c. for and in consideration of the sum of, &c. of lawful money of *England* to me in hand paid by I. S. of &c Goldsmith, at and before the ensealing and delivery of these presents, wherewith I confess my self to be fully satisfied, contented and paid, have bargained and sold, and by these presents, do fully, clearly, and absolutely bargain and sell unto the said I. S. in plain and open Market within the City of *London*, one Chain of Gold with round links unsothered, weighing twenty ounces of Gold weight; and one gold ring enameled, set with a small table Diamond; *To have and to hold* the said Chain of Gold and ring, to the said I. S. his Executors, Administrators, and Assignes, to his and their own proper uses and behoofs for ever. And I the said W. H. my Executors and Administrators, and every of us, the said Chain and ring unto the said I. S. his Executors and Administrators, against all people shall and will warrant, acquit and for ever defend by these presents. Provided always, That if I the said W. H. my Heirs, Executors,

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Administrators,&c. or any of us, do well and truly pay or cause to be paid unto the said I. S. his Executors, Administrators or Assigns, the full sum of, &c. on the &c. at or in the &c. without fraud or Coven: that then this present Bill and the bargain and sale of the said Chain and Ring shall be utterly void and of none effect, or else to stand and abide in force and vertue.

A Release of Lands Morgaged.

THis Indenture made the &c. Between A.N. of, &c. Esquire on the one part; and Sir M. H. of, &c. Knight, on the other part, *witnesseth*, That whereas the said A. N. by his Indenture bearing date the,&c. for & in consideration of the sum of &c. by I.H.of,&c. well and truly to be paid in manner and form as in & by a Proviso contained in the said Indenture is mentioned, limitted and declared, did bargain and sell unto the said I.H. & to his Heirs & Assigns for ever, all that his Grange or Farm of,&c. with the appurtenances in the Parish of A. in the C. of S. being parcel of the possessions of the late dissolved Monastery of W. in the said County of,&c. and all other his Mannors, Messuages, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Underwoods, Leets, Courts, Liberties, Franchizes and Hereditaments whatsoever, with all and singular their appurtenances, scituate, &c. all and singular which said premisses, the said A. N. late bought and purchased to him and his Heirs of the said I. H. Together with all and singular Messuages, Houses, Edifices, Buildings, Barns, Stables, Dove-houses, Orchards. Gardens, Lands, Meadows, Feedings, Pastures, &c. and Hereditaments whatsoever to the said Grange or Farm of,&c. & other the premisses before mentioned, or any part thereof belonging or in any wise appertaining, or accepted, reputed, taken or known as part, parcel, or mem-

number thereof or heretofor uſed, occupied, demiſed, letten, poſſeſſed or enjoyed, as part or parcel thereof. *To have and to hold* all & ſingular the ſaid premiſes to the ſaid I. H. his heirs and aſſigns for ever, in which ſaid indenture there is a *proviſo* contain'd, and if the ſaid I. H. his heirs, executors, adminiſtrators, & aſſigns, & every of them ſhould fail in the payment of the ſum of &c. unto the ſaid A. N. his Executors or Adminiſtrators at the day and place in the ſaid Indenture ſpecified, that then the ſaid conveyance ſhould be void, as in and by the ſaid Indenture more at large it doth and may appear; And whereas the ſaid I. H. hath conveyed and aſſured all and ſingular the ſaid premiſes unto the ſaid Sir M. H. and his heirs before the enſealing and delivery of theſe preſents. Now this Indenture witneſſeth, That the ſaid A. N. for and in conſideration of the ſum of &c. to him the ſaid A. N. in hand well and truly ſatisfied and paid by the ſaid I. H. before the enſealing and delivery of theſe preſents; And alſo in conſideration of the full diſcharge and releaſe of the condition and proviſo aforeſaid, and at the ſpecial inſtance and requeſt of the ſaid I. H. hath remiſed, releaſed, and quit-claimed, and by theſe preſents doth for himſelf and his heirs, remiſe, releaſe, and for ever quit claim unto the ſaid Sir M. H. and to his Heirs for ever, the Condition and Proviſo above mentioned, and alſo all the Eſtate, Right, Title, Intereſt, Claim, Reverſion, Condition, and Demand whatſoever, which he the ſaid A. N. now hath, or by any manner of ways or means hereafter ſhall or may have, of, in, or to the ſaid premiſes or any part or parcel thereof; and alſo of, in & unto all & ſingular the Lands, Tenements and Hereditaments which the ſaid A. N. hath at any time purchaſed to him and his heirs, of him the ſaid I. H. *To have and to hold* the ſaid Grange or Farm, and all and ſingular the premiſes,

with

with the appurtenances unto the ſaid Sir M. H. his Heirs and aſſignes, to the only proper uſe and behoof of the ſaid Sir M. H. his heires and aſſigns for ever abſolutely without any Condition or Limitation whatſoever: and the ſaid A. N. for himſelf, his heirs, executors, adminiſtrators and aſſigns, doth covenant, promiſe and grant, to, and with the ſaid Sir M. H. his heirs and aſſigns by theſe preſents in manner and form following (*viz.*) That he the ſaid Sir M. H. his heirs and aſſigns, ſhall and may from time to time, and at all times for ever hereafter, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Grange or Farm, and all and ſingular the premiſſes, with the appurtenances conveyed and releaſed, or meant, mentioned or intended to be conveyed or releaſed by theſe preſents, without the let, ſuit, trouble, diſturbance or eviction of the ſaid A. N. his heirs or aſſigns, and without the lawfull let, ſuit, trouble, diſturbance or eviction of any other perſon or perſons lawfully claiming any eſtate, right, title, or intereſt, in, out of, or into the premiſſes, or any part thereof, from, by, or under the ſaid A. N. his heirs, or aſſignes, or by his, their, or any of their means, act, conſent, aſſent, privity, agreement, or procurement, other than of the ſaid I. H. his Heirs and aſſigns, claiming from the ſaid A. N. by vertue of the aſſurance aforeſaid: and alſo that all and ſingular the premiſſes, and every part and parcel thereof, ſhall and may from time to time, and at all times for ever hereafter continue and remain, unto the ſaid Sir M. H. his heires and aſſigns, free and clear, and freely and clearly acquited, exonerated and diſcharged of, and from all and all manner of former and other gifts, grants, bargains, ſales, &c. had, made, done, or committed by the ſaid A. N. his heirs or aſſigns, or by his, their or any of their means, act, aſſent, conſent, privity, agreement,

or

or procurement (except before excepted) And the ſaid A. N. doth further for himſelf, his Executors, &c. That he the ſaid A. N. his heirs and aſſigns, ſhall and will from time to time, and at all times before the feaſt of &c. next enſuing the date hereof, at the proper coſts and charges in the Law of the ſaid Sir M. H. Do and execute, or cauſe to be done and executed, all and every ſuch further act and acts, thing and things, device and devices in the Law, as ſhall be reaſonably deviſed adviſed, or required by the ſaid Sir M. H. his heirs or aſſigns, or by his or their Councel learned in the Law, for the better aſſuring, and ſure-making of all and ſingular the premiſes, with the appurtenances unto the ſaid Sir M. H. his heirs & aſſigns, according to the true intent and meaning of theſe preſents; Be it by fine or fines, feoffment or feoffments, deed or deeds, inrolled or not inrolled, recovery or recoveries, with double or ſingle Voucher or Vouchers releaſe, confirmation, Warranty, or by any other ways or means whatſoever: In witneſſe whereof, &c.

A Deed of Revocation of certain Uſes.

TO all Chriſtian people to whom this preſent writing ſhall come, R. R. of L. Eſq; ſends greeting, &c, whereas the ſaid R. R. in and by two ſeveral Indentures or Deeds indented, bearing date the, &c. whereof the one is made between the ſaid R. R. and G. W, of, &c. of the one part, and I. H. of, &c. Gentleman of the other part, and the other of them is made between the ſaid R. R. of the one part, and the ſaid G. W. and I. H. of the other part, whereupon a fine was afterwards in due form of Law acknowledged by the ſaid R. R. and A. his Wife, did aſſure and entail unto the ſaid R. R. and to the heirs of his body lawfully begotten, with certain remainders over, and amongſt

mongſt other things, all thoſe Lands, Meadows, Paſtures, and hereditaments, with their appurtenances in N. in the County of &c. containing by eſtimation, &c. and lately purchaſed by the ſaid R. R. of one, &c. and then in the tenure of, &c. or of his aſſigns, and in and by the ſaid ſeveral Indentures, did likewiſe aſſure and entail unto the ſaid R. R. and to the heirs of his body lawfully begotten, with certain remainders, over and amongſt other things, all that the Mannor of Lindgate, with the royalties, rights, members and appurtenances thereof whatſoever in N. and A. in the County of, &c. and all Lands, Tenements and Hereditaments to the ſame Mannor, then or late appertaining, or as part parcel, or member thereof, then before had, known, or reputed, with the appurtenances in N. and A. aforeſaid, or either of them, containing by eſtimation, &c. then lately purchaſed by the ſaid R. R. as in and by the ſaid ſeveral Indentures or Deeds indented (amongſt other things therein contained more at large it doth and may appear) in which ſaid ſeveral Indentures there is contained a proviſo in theſe words following, that is to ſay, Provided always, that if the ſaid R. R. during his natural life, ſhall by his Deed or Deeds of revocation under his hand and ſeal teſtified by two witneſſes, or more, revoke, annihilate and void, or declare that he doth revoke, annihilate, and make void all or any the uſes and eſtates in and by theſe preſents limited and raiſed, of, or upon all or any of the ſaid Mannors, Meſſuages, Lands, Tenements, and hereditaments whatſoever in the ſaid Fine to be contained, and in theſe preſents mentioned, that then from and after the enſealing of ſuch Deed or Deeds of revocation ſuch of the ſaid uſes as ſhall be declared to be revoked, ſhall ceaſe and be utterly void, fruſtrate, and of none effect, and that then the ſaid Fine of ſuch parcel or parcels to be revoked ſhall be to the only

uſe of the ſaid R. R. and his Heirs for ever, any thing before in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding; as in and by the ſaid Proviſo, in the ſaid ſeveral Indentures mentioned and contained more plainly may appear. Now know ye, that the ſaid R. R. as well in conſideration that the uſes and eſtates of and in the ſaid Mannor, Lands, Tenements & Hereditaments in the aforeſaid Indentures of entail ſpecified may remain & be touching the ſaid uſes and eſtates revoked & continue unto the ſaid R. R. his heirs and aſſignes, to be diſpoſed of at his or their pleaſures, and alſo for divers other good and juſt cauſes and conſiderations him hereunto eſpecially moving, and by vertue of the proviſo contained in the ſaid ſeveral Indentures above recited or mentioned, or otherwiſe, Hath revoked, annihilated and made void, and by this preſent deed of Revocation, doth revoke, annihilate and make void the ſeveral uſes and eſtates in and by the ſaid Indentures, or either of them raiſed or limited of or upon all the ſaid Mannor of *Lingate*, with the Royalties, Rights, members and appurtenances thereof whatſoever in N. and A. aforeſaid, or either of them in the ſaid County of, &c. and of all the ſaid Lands, Tenements and Hereditaments to the ſaid Mannor of *Lingate*, now, or of late appertaining or belonging, or as part, parcel, or member thereof, heretofore had, known or reputed, with the appurtenances in N. and A. aforeſaid, or either of them, containing by eſtimation, &c. late purchaſed by the ſaid R. R. of &c. And further, the ſaid R. R. for the conſideration aforeſaid, and by vertue of the ſaid proviſo contained in the ſaid ſeveral Indentures, and otherwiſe hath revoked, annihilated, and made void, and by this preſent Deed of Revocation doth revoke, annihilate, and make void the ſeveral uſes and eſtates in and by the ſaid Indentures, or either of them, raiſed and limited

mitted of or upon one Close of land and pasture, called K. Close, containing by estimation, &c. and of, or upon one other close of land and pasture, with the appurtenances, containing by estimation, &c. in N. aforesaid, and of or upon two acres of arable land, by estimation, &c. in N. aforesaid, now in the occupation of, &c. or of his Assigns. In witness, &c.

A Grant of the Reversion of certain Lands.

THis Indenture made, &c. between R. W. of, &c. of the one part: and C. D. of, &c. of the other part: Witnesseth, That the said R. W. for and in consideration of the sum of, &c. hath granted, bargained and sold, and by these presents doth fully, clearly and absolutely grant, bargain and sell unto the said C. D. his Heirs and Assigns for ever, all that his right, title, use, interest, reversion and remainder of, and in all and singular, &c. now, or late in the tenure or occupation of &c. which said Messuage and other the premisses with the appurtenances, he the said R. W. hath, should or ought to have by and after the decease of A. W. Mother of the said R. Which said Messuage or Tenement, Barn, Orchard, &c. with the appurtenances, R. W. deceased, late Father of the said R. W. party to these presents, By his last Will and Testament devised, willed and bequeathed unto the said A. W. for and during the natural life of the said A. W. & the immediate reversion or remainder thereof to the said R. W. and his heirs for ever: Together with all the Deeds, Evidences, Charters, Escripts, Writings and Minuments, which he the said R. W. or any other to his use, or by his consent or delivery, have or hath, touching or concerning the said Messuage or Tenement, and other the premisses, or any part or parcel thereof: All and singular which said Deeds, Evidences, Charters,

&c.

&c. the ſaid R. W. hath already delivered at and before the enſealing and delivery of theſe preſents; *To have and to hold* the ſaid reverſion and remainder, and all the eſtate, right, title, intereſt, &c. of the ſaid R. of in, and to the ſaid Meſſuage or Tenement, & other the premiſſes, with the appurtenances, before by theſe preſents bargained & ſold, or meant, mentioned, or intended to be hereby granted, bargained and ſold, and every part thereof, immediatly from and after the deceaſe of the ſaid A. W. the Mother unto the ſaid C. D. his heirs and aſſigns for ever, to the only proper uſe of the ſaid C.D. his heirs and aſſignes for ever. And the ſaid R.W. for himſelf, his heirs, &c. That he the ſaid R.W. at the day of the date of theſe preſents, is lawfully and ſolely ſeized of and in the reverſion & remainder of the ſaid Meſſuage or Tenement, & of other the premiſſes with the appurtenances, immediatly from and after the deceaſe of the ſaid A. W. of a true and perfect eſtate of inheritance in the Law in Fee to his own uſe without any manner of Condition, Morgage, or Redemption. And further, that the ſaid reverſion or remainder of the ſaid Meſſuage or Tenement, and of other the premiſſes, with the appurtenances, from, by, and after the deceaſe of the ſaid A.W. the Mother, and at the day of the date hereof, are and be, and ſo at all times from henceforth, ſhall be and continue, free, clear, and clearly acquitted, exonerated, and diſcharged, and freely ſaved harmleſs by the ſaid R.W. his Heirs, Executors and Adminiſtrators, of and from all and every former and other bargains, ſales, gifts, grants, leaſes, ſtatutes merchant and of the ſtaple, recogniſances, jointures, dowers, wils, entails, intruſions, rents charge, rents-ſeck, arrerages of rents, and of and from all other charges, titles, troubles, incumbrances and demands whatſoever, had, made, committed, ſuffered or done by, &c. In witneſs, &c.

An

An Assignment of a Recognizance, with very good Covenants therein inserted.

THis Indenture made the &c. Between T. P. of &c. Gentleman, on the one part; and C. D. and R. D. of, &c. on the other part, Witnesseth, That whereas W. P. of, &c. Son and Heir apparent, &c. by one Recognizance acknowledged in his Majesties High Court of Chancery, bearing date, &c. hath acknowledged himself to owe and stand indebted unto the said T. P. in the sum of, &c. payable to the said T. or to his certain Atturney, his Executors or Administrators in manner and form, as by the said Recognizance, together with a certain condition thereunder written in the said Court of Chancery inrolled, & remaining on Record more at large it doth & may appear. Now the said T. P. for divers considerations him thereunto moving, hath granted, bargain'd, assign'd & set over, & by these presents doth, &c. unto the said C. D. & R. D. the said Recognizance, & all & every sum & sums of mony therein contained, & all the profits, benefits, advantages, & commodities, which shall or may in any wise hereafter, grow, be had, made, gotten, arise, accrue or come to the said T. P. his Executors or Assigns, upon, or by reason of the said Recognizance, or any thing therein contained. And also the said T. P. doth by these presents authorize and appoint, constitute, ordain, and make the said C. and R. their Executors, administrators and assignes, and every of them, his Atturney and Atturneys irrevocable, of and for the said T. P. his Executors and Administrators, and in his and their name or names, to sue and prosecute all and every such lawful action, execution, & process, actions, executions, and processes, as shall or may be commenced, sued or tried, in, upon, or concerning the said Recognizance, or any

&c. the ſaid R. W. hath already delivered at and before the enſealing and delivery of theſe preſents; *To have and to hold* the ſaid reverſion and remainder, and all the eſtate, right, title, intereſt, &c. of the ſaid R. of in, and to the ſaid Meſſuage or Tenement, & other the premiſſes, with the appurtenances, before by theſe preſents bargained & ſold, or meant, mentioned, or intended to be hereby granted, bargained and ſold, and every part thereof, immediatly from and after the deceaſe of the ſaid A. W. the Mother unto the ſaid C. D. his heirs and aſſigns for ever, to the only proper uſe of the ſaid C.D. his heirs and aſſignes for ever. And the ſaid R.W. for himſelf, his heirs, &c. That he the ſaid R.W. at the day of the date of theſe preſents, is lawfully and ſolely ſeized of and in the reverſion & remainder of the ſaid Meſſuage or Tenement, & of other the premiſſes with the appurtenances, immediatly from and after the deceaſe of the ſaid A. W. of a true and perfect eſtate of inheritance in the Law in Fee to his own uſe without any manner of Condition, Morgage, or Redemption. And further, that the ſaid reverſion or remainder of the ſaid Meſſuage or Tenement, and of other the premiſſes, with the appurtenances, from, by, and after the deceaſe of the ſaid A.W. the Mother, and at the day of the date hereof, are and be, and ſo at all times from henceforth, ſhall be and continue, free, clear, and clearly acquitted, exonerated, and diſcharged, and freely ſaved harmleſs by the ſaid R.W. his Heirs, Executors and Adminiſtrators, of and from all and every former and other bargains, ſales, gifts, grants, leaſes, ſtatutes merchant and of the ſtaple, recogniſances, jointures, dowers, wils, entails, intruſions, rents charge, rents-ſeck, arrerages of rents, and of and from all other charges, titles, troubles, incumbrances and demands whatſoever, had, made, committed, ſuffered or done by, &c. In witneſs, &c.

An

An Assignment of a Recognizance, with very good Covenants therein inserted.

THis Indenture made the &c. Between T. P. of &c. Gentleman, on the one part; and C. D. and R. D. of, &c. on the other part, Witnesseth, That whereas W. P. of, &c. Son and Heir apparent, &c. by one Recognizance acknowledged in his Majesties High Court of Chancery, bearing date, &c. hath acknowledged himself to owe and stand indebted unto the said T. P. in the sum of, &c. payable to the said T. or to his certain Atturney, his Executors or Administrators in manner and form, as by the said Recognizance, together with a certain condition thereunder written in the said Court of Chancery inrolled, & remaining on Record more at large it doth & may appear. Now the said T. P. for divers considerations him thereunto moving, hath granted, bargain'd, assign'd & set over, & by these presents doth, &c. unto the said C. D. & R. D. the said Recognizance, & all & every sum & sums of mony therein contained, & all the profits, benefits, advantages, & commodities, which shall or may in any wise hereafter, grow, be had, made, gotten, arise, accrue or come to the said T. P. his Executors or Assigns, upon, or by reason of the said Recognizance, or any thing therein contained. And also the said T. P. doth by these presents authorize and appoint, constitute, ordain, and make the said C. and R. their Executors, administrators and assignes, and every of them, his Atturney and Atturneys irrevocable, of and for the said T. P. his Executors and Administrators, and in his and their name or names, to sue and prosecute all and every such lawful action, execution, & process, actions, executions, and processes, as shall or may be commenced, sued or tried, in, upon, or concerning the said Recognizance, or any

ſum or ſums of money, debts, duties, or demands what-ſoever in the ſame contained, compriſed or ſpecified, or by reaſon thereof to be had or obtained: And other atturney or atturneys, for or under them or any of thē, or in their or any of their behalfs to ſubſtitute, make, and ordain, and the ſame diſallow, change or remove, when and as often as they the ſaid C. R. their executors, adminiſtrators or aſſigns, or any of them ſhall think good. And the ſame ſumme and ſummes of money, profits, commodities and demands, and every of them, or any other thing in ſatisfaction thereof, to receive, have, take and enjoy to the only proper uſe and behoof of the ſaid C. and R. their executors and aſſigns, or any of them; And therefore, or for the ſame to make any compoſition, agreement, or diſcharge whatſoever, which they the ſaid C. R. their executors adminiſtrators and aſſigns, or any of them, ſhall think good: And alſo the ſaid T. P. for himſelf, &c. That he the ſaid T. P. his Executors, adminiſtrators and aſſignes, ſhall and will quietly permit and ſuffer the ſaid C. and R. their Executors, adminiſtrators and aſſigns, and every of them, at their, or ſome of their own proper coſts and charges, to proſecute, ſue, implead and attempt, at any time or times, and from time to time hereafter, All and every ſuch lawful and reaſonable action, execution, ſute, proceſs and demand whatſoever, in the name or names of the ſaid T. P. his Executors, Adminiſtrators or aſſigns, as he the ſaid T. P. his Executors, adminiſtrators or aſſigns, or any of them may, might, ſhould or ought to have done, upon or by force or means of the ſaid recogniſance, or touching or concerning any ſum or ſums of mony, duty or demand whatſoever concerning the ſame; or any thing therein contained, comprized or ſpecified; or any thing thereupon to be had or obtained: And that he the ſaid T. P. his Executors, adminiſtrators and aſſigns, ſhall

ſhall and will at every time and times hereafter, and from time to time, at and upon the reaſonable requeſt, and at the coſt and charges of the ſaid C. and R. or one of them, their or one of their executors, adminiſtrators, or aſſigns, avow, juſtifie and maineain all the ſaid actions, ſutes, proceſſes and demands: and that neither he the ſaid T. P. nor his executors, adminiſtrators, or aſſigns, ſhall at any time hereafter revoke, diſcontinue, diſcharge, releaſe, or otherwiſe wittingly or willingly hinder or delay any ſuch action, execution, ſute, proceſs or demand whatſoever, as ſhall be ſo attempted, purſued or had, as is aforeſaid, or any of them, without the conſent of the ſaid C. D. and R. D. or any of them, firſt had and obtained; And alſo that neither he the ſaid T. P. at any time heretofore hath received the ſum of &c. nor hath releaſed, extinguiſhed, determined or in any wiſe diſcharged the ſaid recognizance, or hath at any time done or committed, or ſhall hereafter without the ſpecial conſent of the ſaid C. and R. their executors, adminiſtrators or aſſigns, and ſome of them, firſt had and obtained in writing willingly do or commit any act or thing, wherby, or by reaſon whereof any ſuch action, execution, ſute, proceſs, or demand whatſoever as ſhall be ſo attempted, purſued or had by the ſaid C. and R. their executors, adminiſtrators, or aſſigns, or any of them, in the name or names of the ſaid T. P. his heirs, executors or adminiſtrators. upon, concerning or by reaſon of the ſaid Recognizance, or any thing or demand thereof to be had, ſhall or may be diſcharged, releaſed, or barred; And alſo that they the ſaid C. D. and R. D. their executors, adminiſtrators and aſſigns, and every of them, ſhall or may at all times hereafter have, receive, and take to their own proper uſe & behoof, the whole execution, benefit and commodity, and all and every ſumme or ſummes of money, and other thing or things whatſoever, as at any

time hereafter ſhall fortune to be recovered, had and obtained, by reaſon of the ſaid recognizance, or any ſuch action, ſute, extent and execution, as ſhall or may be commenced, had, purſued, or obtained as is aforeſaid, without any let, charge, hinderance or interruption of the ſaid T. P. his Executors, Adminiſtrators or Aſſigns, or any other perſon or perſons whatſoever, by his or their aſſent, conſent, title, means or procurement, & without any account therefore to them, or any of them to be yielded or made; & alſo the ſaid T. P, for himſelf, &c. That he the ſaid T. P. his Executors, Adminiſtrators and Aſſigns, and every of them, at all time & times hereafter, upon or within convenient time, after every reaſonable requeſt and warning to him or them to be made or given, and at the Coſt and Charges of the ſaid C. D. and R. D. their Executors, Adminiſtrators or Aſſigns, or ſome of them, ſhall do, knowledge, and ſuffer, or cauſe to be done, &c. all and every ſuch lawfull warrant, and warrants of Atturney, and other lawfull and reaſonable act & acts, thing & things, device and devices, as by the ſaid C. & R or one of them their Executors, Adminiſtrators or Aſſigns, or ſome of them, their or ſome of their Councel learned in the Law ſhall be reaſonably deviſed or required, either for the clear acquitting, cancelling or diſcharging of the ſaid recognizance, or for the better obtaining, having, holding or aſſuring (to them the ſaid C. and R. their Executors and Adminiſtrators, or to ſuch perſon or perſons as they, or the ſurvivor of them, or the Executors, or Adminiſtrators, or the ſurvivor of them, ſhall name or appoint) the ſaid recognizances, or any ſum or ſums of money therein mentioned, and of all, every or any ſum or ſums of money, Goods, Chattels, Lands, Tenements, Hereditaments, and other thing and things whatſoever; which he the ſaid T. P, his Heirs, Executors, adminiſtrators

or

or assigns, now are, or any of them is, or at any time hereafter shall be intituled unto; by force, or concerning the said recognizance, or any Execution, matter or thing thereupon to be had, sued or made, at the Election or Choice of the said C.D. and R, D. their executors, administrators, or assigns, or any of them, and shall not release or discharge the said recognisance, or any Execution, matter or thing thereupon to be had, or any part thereof, In witness, &c.

A General Release.

KNow all men by these presents, That I A. G. of &c. Gentleman, have remised, released, and for ever quit claimed, and by these presents do for me my executors and administrators, and every of us clearly and absolutely remise, release, and for ever quitclaim unto G.H, &c. his Executors and Assigns, all and all manner of Actions, Sutes, Quarrels, Debts, Duties, Bonds, Bills, Writings, obligatory Reckonings, Accounts and Demands whatsoever, which against the said G.H. ever I have had, may have, or which I, my Executors or Administrators, or any of us at any time hereafter shall or may have, for or by reason or means of any matter, cause or thing whatsoever, from the beginning of the World until the day of the date of these presents, Witnesse my hand and seal, &c.

A Release from one that hath lost the Counterpart of his Lease.

TOall Christian people to whom this present Writing shall come, H. E. of &c. sendeth greeting: Whereas T.S. of &c, in and by one Indenture of Lease,

bearing date the &c. for the consideration therein expressed, did demise, grant, betake, and to farm-let unto me the said H.B. my Executors, Administrators and Assigns, (reciting the grant) In which said Indenture of Lease there are divers covenants, grants, articles and agreemenes, on the part and behalf of the said T. S. his Executors, Administrators, and Assigns, to be observed, performed and kept, as by the same Indenture of Lease, among divers other thing and things, therein contained, more at large appeareth Now know yee that I the said H. B. for diverse good causes. and &c. have by these presents remised, released, and always of and for me, my Executors and Administrators for evermore quit-claimed unto the said T.S. his Executors, Administrators and Assigns, all and singular the Covenants, Grants; Articles, Provisoes, Conditions, Clauses, Sentences and Agreements whatsoever, in the said Indenture of Lease, mentioned or contained, which on the part and behalf of the said T. S. his Executors, Administ. or Assigns, are or ought to be observed, performed and kept, and also of & from all, and all manner of actions, sutes, quarrels, benefits commodities and advantages that shall or may happen to arise or grow, by reason or means of them, or by the breach, or not performing of all and every the said Covenants, Grants, Arricles, Clauses and Agreements, or any of them; and also I the said H. B. have remised, released, surrendred, assigned and set over, and by these presents do remise, release, surrender, assign and set over, from me, my Executors, Administrators and Asigns, unto rhe said T.S. his Executors Administrators and Asigns, all the Estate, Right, Title, Interest, Term of years, Property, Claim and Demand whatsoever, which I the said H. B. now have or that I, my Executors, Administrators or Asigns, or any of us ought to have, or claim of, in and to

all

all and ſingular the premiſſes, to me the ſaid I.B. in and by the ſaid Indenture of Leaſe demiſed as aforeſaid, and of, in, and to every or any part or parcel thereof, *In witneſs, &c.*

A Releaſe of Fines and Forfeitures, due to the King, and to the Informer, upon the Statute of Recuſancy.

TO all People to whom this preſent Writing ſhall come, I A. S. of &c. ſend greeting; Whereas I the ſaid A. S. in or about the firſt day of &c. did exhibit and preferre into the Kings Majeſties Court of *Common-Pleas* at *Weſtminſter*, one Bill of Information, touching, and upon the Statute of Recuſancy, againſt F.M. of, &c. for the ſuppoſed Chriſtening of a Child of the ſaid F. contrary to the ſaid Statute, and Lawes of this Realm, as by the ſame Information depending and remaining in the ſame Court of *Common-Pleas* more at large appeareth. Now know ye, That I the ſaid A. S. for and in conſideration of a certain ſum of lawfull, &c. to me in hand paid by the ſaid F.M. before the enſealing and delivery of theſe preſents, have remiſed, releaſed, and quit-claimed, and by vertue of one Indenture to me made and granted, from the Right Honourable R. Lord *Ewre*, and F. Lord *Morley*, for the proſecution, ending, and compounding for, of all matters concerning the ſaid Statute, do remiſe, releaſe, and for ever quit-claim unto the ſaid F.M. his Executors and Adminiſtrators, all, and all manner of actions, and cauſes of actions, ſutes, and troubles, now, or at any time heretofore by my means or procurement proſecuted, and depending in his Majeſties ſaid Court of *Common-Pleas* or elſwhere, againſt the ſaid F. M. touching the Statute before mentioned, and all Fines, Forfeitures, Penalties, ſum and ſums of money, and demands due

and payable, or which of right ought to be due and payable either to our Soveraign Lord the Kings Majesty that now is, his Heirs or Successors, by reason or means of the breach, or non performance of the said Statute, or to me the said A. S. my Executors or administrators, by vertue of the Indenture aforesaid, or of any Information in that behalf exhibited, or otherwise howsoever. And I the said A. S. for me my executors and administrators, by these presents do covenant and grant, to and with the said F. M. his Executors and administrators, That I the said A. S. my Executors and administrators, and every of us shall and will at all times hereafter for ever, well and sufficiently maintain, uphold, make good and defend this present Release to the said F. M. his executors and assigns, and every of them, against all persons that shall or may at any time hereafter deny, oppose or contradict the same, and also save harmlesse the said F. M. his Executors and administrators, and every of them, from all actions, suits, charges and troubles that may or shall arise, be prosecuted or brought against the said party, by any other person or persons whatsoever, concerning the premisses; *In witness, &c.*

A Resignation or Release from one used in trust of all the benefit he might claim, by vertue of any Covenant in the Indenture.

TO all Christian people to whom this present writing shall come, I, I. B. of &c. send greeting. Whereas by one Indenture bearing date the &c. made between R. O. of &c. on the one party, and the said I. B. and I. H. of &c. on the other party, he

he the said R. O. for himself, his Heirs, Executors and Administrators, and every of them, did covenant and grant, to and with me the said I. B. and the said I. H. our Executors and Assigns, That he the said R. O. should and would within the space of, &c. next ensuing the date of the same Indenture, Convey and assure, or cause to be conveyed or assured to the said R. O. and E. H. daughter to R. H. of, &c. with whom the said R. O. was then to be espoused, and to the Heirs of their bodies lawfully begotten, Lands, Tenements, and Hereditaments, of the full and clear yearly value of 1000 l. at the least; as by the said Indenture and Covenants therein contained, amongst divers other things, more at large appeareth; And for performance thereof, according to the said Covenants, the said R. O. by his Obligation dated, &c. became bound with Sureties to us the said I. B. and I. H. in the sum of, &c. as by the same Bond may also appear. In which said Indenture and Bond, the name of me the said I. B. was only used in trust, for the Benefit and behoof of the said E. H. Now therefore know ye, that I the said I. B. in discharge of the trust in me reposed, and at the request of the said E. H. have remised, released, surrendred, resigned, and set over, and by these presents, for me, my Executors, and Administrators, doe freely and absolutely remise, release, surrender, resign, and set over unto the said E. H. her Executors and assigns, all the estate, right, title, interest, use, trust, benefit, priviledge and demand whatsoever, which I the said I. B. have, or may have, or claim, of, in, or to any sum of money, or other matter or thing whatsoever, in the said Indenture, Covenant and Bond, contained, mentioned and expressed, or in any of them: So as neither I the said I. B. my Executors or administrators

or

or any of us, at any time hereafter ſhall or will aſk, claim, challenge or demand any intereſt, uſe, benefit, truſt, privilege, or other thing, in any manner whatſoever, by reaſon or means of the ſaid Indenture, or any Covenant therein ſpecified, or in or to the ſaid Bond, or any ſum of money therein mentioned, but thereof, and therefrom, and from all actions, ſutes and demands, which I, my Executors or aſſigns, may have concerning the ſame, ſhall be utterly ſecluded, and for ever debarred by theſe preſents. *In witneſs, &c.*

An Indenture for juſtifying of actions upon ſetting over of a Statute.

THis Indenture made the, &c. between R. W. of &c. on the one part; & T. C. of, &c. on the other part, Witneſſeth, That whereas I. H. of, &c. in and by one Statute of 800 l. now appertaining to the ſaid R. W. as Executor of the laſt Will and Teſtament of the ſaid, &c. Now the ſaid R. W. for divers good conſiderations him eſpecially moving, hath given, granted, aſſigned and ſet over; and by theſe preſents doth fully, clearly, and abſolutely, give, grant, aſſign and ſet over unto the ſaid T. C. his Executors, Adminiſtrators and Aſſigns, as well the ſaid Statute ſtaple aforeſaid, as alſo all the debts of, &c. in the ſame Statute mentioned or contained, to the only proper uſe and behoof of the ſaid T. C. his Executors, Adminiſtrators and Aſſigns for ever. And further, the ſaid R. W. covenanteth, &c. that he the ſaid R. W. his Heirs and Executors, and the Adminiſtrators that hereafter ſhall happen to be of the Goods, Chattels and Credits of him the ſaid R. W. and every of them, at all times, and from time to time hereafter (upon requeſt) ſhall maintain, juſtifie and allow all and every

very such Action and Actions, Writs, Sute, Bills, Plaints, Executions, and Demands whatsoever, as the said T. C. his Executors or Administrators, shall commence, pursue or make in the name or names of the said R. W. his Executors or Administrators, that hereafter shall be of the Goods, Chattels, Credits and Debts of the said R. W. or in the name or names of any of them; and that it shall be lawfull to and for the said T. C. his Executors, Administrators and Assigns, and every of them, to take, receive, have, hold and enjoy for ever, to the only use of the said T. C, his Heirs, Executors, Administrators and Assigns, all and every such sum and sums of money, costs and damages, satisfactions, commodities, profits and advantages whatsoever, which shall be gotten, recovered, obtained or had by reason of any the actions, writs, bills, plaints, executions and demands aforesaid: or by reason or means of any of them, without any impediment, denial or contradiction of the said R. W. his heirs, executors, administrators or assigns, that hereafter shall be of the goods, chattels, or credits of the said R. W. or any of them, *In witnesse*, &c.

An Indenture between the Scavenger and the Raker for clensing the streets.

THis Indenture made the, &c. between R. C. S. P. and T. R. Citizens of *London*, Scavengers of and for the Parish of &c. on the one party, and E. D. &c. on the other party, Witnesseth, That the said E. D. in consideration of the sum of &c. to him to be paid in such form as hereafter in these presents is expressed, Covenanteth, promiseth and granteth for himself, &c. in manner and form following, (that is to say) That he the said E. D. his Executors, Administrators or Assigns shall and will (at his and their own proper costs

costs and charges) clense and make clean, or cause to be clensed and made clean in the said Parish of &c. all the streets, lanes, alleys, and other places whatsoever, within the said Parish of &c. as the same have been heretofore used and accustomed to be clensed and made clean, by any Carter or Raker in that behalf appointed, from the *Monday* next after the Feast of the Epiphany of our Lord God, commonly called Twelfth day, next ensuing the date hereof, until the *Monday* next after the Epiphany of our Lord God, which shall be in the year of, &c. three times in every week weekly, during the said term; to wit, on every *Tuesday*, *Thursday*, and *Saturday*: And also at all other such times, and dayes, as the Lord Mayor of the said City of *London* for the time being, the Aldermen of the Ward, His Majesties Privy Councel, or the Common Councel of the said City of *London*, or any of them, shall appoint or command the same; and from thence shall carry away and convey all such Channel-dirt, filth, sea-coal ashes, sweepings of houses and streets, lanes, alleys and other places, of and within the said Parish of &c. unto some convenient Bastall for the same to be provided by the said E. D. his Executors, Administrators, or Assigns, at his or their proper costs, and charges (all rubbish and rushes as shall happen to be laid out of the Parish Church &c, during the said term only excepted.) And further, that he the said E. D. his Executors Administrators or Assigns, shall and will from time to time, and at all times during the said term, clearly acquit, exonerate, and discharge, and save and keep harmlesse, the said &c. and every of them respectively, and their Successors in the said Office of Scavenger, during the said term of, &c. of and from all and all manner of costs, charges,

im-

imprisonments, expences, and damages whatsoever by them or any of them to be had or sustained, or otherwise put unto, during the said term, for or by reason of any negligence or default of the said E. D. his, &c. in the premises, or any part thereof. And they the said &c. do Covenant for payment of the money at dayes agreed on, &c. *In witnesse, &c.*

A Condition to pay a summe of money at two several payments.

THe Condition of this Obligation is such, That if the above bounden I. C. his Heirs, Executors, Administrators or Assigns, or any of them, do well and truly pay, or cause to be paid unto the above-named R. M. his Executors, Administrators or Assignes, at or in the now dwelling house of the said R. M. situate, &c. the full summe of 8 l. and 12 s of lawfull, &c. in manner and form following, (that is to say) on the last day of *May* next ensuing, 4 l. thereof, and on the &c. next &c. the other 4 l. 12 s. thereof, being the full remainder of the said sum, &c. without fraud or coven, That then this present Obligation to be void and of none effect: But if default shall happen to be made in either of the payments aforesaid, contrary to the true intent and meaning of these presents, that then, &c.

A Ltter of Atturney to receive a debt only.

Now all men by these presents, That I E. C. of &c. Gentleman, have assigned, ordained and made

made, and in my ſtead and place by theſe preſents; put and conſtituted my truſty and well-beloved friend F. L. of &c. to be my true and lawfull Atturney, for me, and in my name, and to my uſe, to ask, ſue for, levy, require, recover and receive of I. W. of &c. Eſquire, all and every ſuch debts and ſums of money, which are now due unto me by any manner of wayes or means whatſoever; Giving and granting unto my ſaid Atturney my whole power, ſtrength and authority in and about the premiſes, and upon the receipt of any ſuch debts or ſums of money aforeſaid, acquittances, or other diſcharges, for me, and in my name to make, ſeal and deliver, and all and every ſuch act and acts, thing and things, device and devices whatſoever in the law, for the recovery of all or any ſuch debts or ſums or money, as aforeſaid, for me, and in my name to do, execute and perform, as fully, largely and amply, in every reſpect, to all intents, conſtructions and purpoſes, as I my ſelf might or could doe, if I were there in mine own perſon preſent: ratifying, allowing and holding firm and ſtable, all and whatſoever my ſaid Atturney ſhall lawfully do, or cauſe to be done in or about the execution of the premiſes, by vertue of theſe preſents: *In witneſs, &c.*

A Letter of Atturney General to receive debts and rents.

KNow all men by theſe preſents, that I A. W. of &c. Eſquire, have aſſigned, ordained and made, and in my ſtead and place, put and conſtituted my truſty and well-beloved Friend H.H. of H. &c. to be my true and lawfull Atturney for me, in my name, and to my uſe, to ask, ſue for, levy, require, recover and receive of all and every perſon and perſons whatſoever, all and every ſuch debts, rents and ſums of money as are now due unto me, or which at any day or

dayes

dayes, time or times hereafter, ſhall be due, owing, belonging or appertaining unto me by any manner of wayes or means whatſoever: Giving and granting unto my ſaid Atturney, by the tenour of theſe preſents, my full and whole power, ſtrength and authority, in and about the premiſſes, and upon the receipt of any ſuch debts, rents and ſums of money aforeſaid, acquittances or other diſcharges, for me, and in my name to make, ſeal and deliver, and all and every other act and acts, thing and things, device and devices in the Law whatſoever, needful and neceſſary to be done, in or about the premiſſes, for the recovery of any ſuch debts, rents and ſums of money as aforeſaid, for me, and in my name to do, execute and perform, as fully, largely, and amply in every reſpect, to all intents, conſtructions and purpoſes, as I my ſelf might or could do, if I were perſonally preſent: ratifying, allowing and holding firm & ſtable all & whatſoever my ſaid Atturney ſhall lawfully do, or cauſe to be done, in or about the execution of the ſame, by vertue of theſe preſents. *In witneſs, &c.*

A Condition to make an apprentice free of London, *at the end of his apprentiſhip.*

THe Condition, &c. That whereas I. H. the ſon of, &c. is to be the apprentice of the above-bound T. R. for the term of ſeven years, as by the Indenture in that behalf to be made ſhall appear, If therefore the ſaid T. R., his executors, adminiſtrators or aſſigns, at the end of the ſaid term of ſeven years (if the ſaid I. H. ſhall be his apprentice, and ſhall dwell with and ſerve him as an apprentice) do, or ſhall make, or cauſe to be made the ſaid I. H. a Freeman of the City of *London*, and of the Company of Cordwayners of the ſaid City

City, at the proper costs and charges of the said T. R. That then, &c.

A short Letter of Atturney to receive Money due upon a Bond.

KNow all men by these presents, That I, T. A. of &c. have assigned, ordained, and made, and in my stead and place by these presents, put and constituted my trusty and well beloved Friend I. B. of &c. my true and lawful Atturney, for me, in my stead and name, and to my use and behoof, to ask, recover and receive of W. S. of &c. G. T. of &c. and I. M. of, &c. the sum of &c. due unto me for the non-payment of the sum of, &c. of like money, on the 20th. day of &c. last past, before the date of these presents: As by one Obligation with Condition thereunder-written, bearing date, &c. in the year &c. more plainly appeareth: Giving, and by these presents granting unto my said Atturney, my full power and lawfull authority in the premisses, to do, say, perform, conclude and finish, for me, and in my name, as aforesaid, all and every such act and acts, thing and things, device and devices in the Law whatsoever, for the recovery of all the debts aforesaid, as fully largely and amply in every respect, as I my self might or could do, if I were personally present; and upon the receipt thereof, acquittances or other discharges, for me, and in my name, to make, seal and deliver: Ratifying, allowing and holding firm, and stable, all and whatsoever my said Atturney shall lawfully do or cause to be done, in or about the execution of the premisses, by vertue of these presents. *In witness whereof, &c.*

A Form of an Award.

TO all Christian People to whom this present writing shall come, T. M. of &c. sendeth greeting, &c. Whereas divers controversies and debates heretofore have been had, moved, and yet are depending between H.D. of &c. of the one party, and O. L. &c. of the other party; for the appeasing and determining whereof, the said parties have submitted themselves, and are become bound each of them to the other, by their several Obligations, dated, &c. in the sum of, &c. with Conditions upon the same Obligations endorsed, for the performance of all and every the Award, Arbitrement, Determination and Judgement of me the said T. M. Umpire, indifferently elected and chosen, as well on the part and behalf of the said H.D. as one the part, &c. To Award, Arbitrate, Determine and Judge of and concerning all and all manner of actions, sutes, judgements, executions, accompts, reckonings, trespasses, strifes, variances, quarrels, controversies and demands whatsoever, had, made, moved, stirred or depending between the said H. B. on the one part; and the said O. L. on the other part, from the beginning of the world, untill the day of the date of these presents. So alwayes as the said Award, &c. of me the said Umpire, for and concerning the premisses, be made and put in writing indented under my hand and seal, on, or before the &c. as by the said several Obligations, and their several conditions more plainly appeareth. Now know ye, that I the said T.M. Umpire, as aforesaid, taking upon me the charge of the said Award, and Arbitrement, and having heard and viewed the sayings and allegations of either of the said parties concerning the premisses, and minding to set an unity & friendship

concerning the ſame, do thereupon make and put in writing this my award, arbitrement, determination and judgement, between the ſaid parties, for and concerning the premiſſes in manner and form following; that is to ſay, Firſt, I do award, arbitrate, determine and Judge by theſe preſents, That the ſaid H.D. his Executors, Adminiſtrators or Aſſigns, ſhall well and truly pay, &c. And I the ſame Umpire do alſo award, &c. That he the ſaid H. D. ſhall on the &c. at the Shop of &c. Seal, and as his abſolute Deed Deliver to the ſaid O. L. or to his uſe, a Releaſe, Acquittance and Diſcharge, of, and for all and all manner of actions, ſuits, Judgements, &c. from the beginning of the world &c. In witneſſe, &c.

A Leaſe made in conſideration of the ſurrender of a former Leaſe. for a longer time, with good Covenants.

THis Indenture made the, &c. Between I. B. of &c. C. D. of &c. and I. D. of &c. on the one part, and T. W. of &c. on the other part, Witneſſeth; That the ſaid I. B. C. D. and I. D. as well for and in conſideration of the ſurrender of one former Leaſe dated the &c. made from the ſaid I.B.C.D. and I.D. to H. W. brother to the ſaid T. W. as alſo in conſideration of the ſum of &c. to the ſaid I. B. in hand paid, before the enſealing and delivery of theſe preſents, by the ſaid T.W. the receipt whereof the ſaid I.B. doth hereby acknowledge, and therof, and of every part thereof, doth acquit and diſcharge the ſaid T. W. his executors, adminiſtrators and aſſignes, by theſe preſents, have demiſed, granted, & to farm-letten, and by theſe preſents do demiſe, grant, and to farm-let unto the ſaid T. W. all thoſe two Meſſuages or Tenements, with the appurtenances, and three-yard-land to the ſame belonging, ſcituate, lying and being

heidg in the Pariſh of &c. late in the ſeveral tenures of the ſaid H. W. deceaſed, and of A. P. Widow, and now in the occupation of the ſaid T. W. and the aforeſaid A. P. together with the lops, tops, and ſhreds of all the hedgerow, and hedges, growing in and upon Eleven Roods of Land in a field called *Arzons* field, and a furlong called B. furlong, and alſo the lop & top of one hedge growing in and upon a Cloſe called K. Cloſe, from the gate by the lane ſide; and together likewiſe with Common of Paſture for twelve Kine, and one hundred and twenty ſheep in the Commons and fields of D. aforeſaid, and all other fields, paſtures, lands, meadows, feedings and grounds whatſoever, with the appurtenances of them the ſaid I. B. C. D. and I. D. which late were in the occupation of them the ſaid H. W. and A. P. or either of them in D. aforeſaid, and together alſo with all Houſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Back-ſides, Courts, Wayes, Eaſements, Profits, Commodities and Advantages whatſoever, to the ſaid two Meſſuages, and other the premiſes belonging or apperraining (except and alwayes reſerved out of this demiſe, and grant, the bodies of all trees of Oake, Aſh and Elm, now growing and being, or which hereafter ſhall grow, and be in and upon the premiſes, or in and upon any part or parcel thereof, and alſo except one Barn, called the great Barn, and the Yard wherein the ſame ſtandeth, which late were in the poſſeſſion or occupation of G. B.)

To have and to hold the ſaid two Meſſuages, Tenements, three-yard-land, Houſes, Buildings, Barns, Stables, Orchards, Gardens, and all other the premiſes, with their appurtenances, before by theſe preſents demiſed, and every part and parcel thereof, (Except before Excepted) unto the ſaid T. W. his executors, adminiſtrators & aſſigns, *Habend.*

from the Feaſt day of,&c. before the date of, &c. unto the full end and term of,&c. from thence next inſuing and fully to be compleat and ended (if T.W. ſon of T. W. party to theſe preſents, G.W. and A. W. or any of them ſhall ſo long live) *Yielding* & paying therefore yearly during the ſaid term, unto the ſaid I. B. his heirs and aſſigns, the ſumme of, &c. at two uſuall Feaſts, or Terms in the year, That is to ſay, at the Feaſt of &c. and the Feaſt of &c. by even and equal portions, and if it ſhall happen the ſaid yeatly Rent of £&c. to be behind and unpaid, in part or in all, after either of the ſaid Feaſts in any year during the ſaid term, in which the ſame ought to be paid, by the ſpace of 28 dayes, being lawfully demanded, and no ſufficient diſtreſſe to be had or found, in or upon the demiſed premiſſes; That then and all times afterwards, it ſhall and may be lawfull to, and for the ſaid I. B. his heirs and aſſignes, and every of them, into all and ſingular the ſaid demiſed premiſſes, and every part and parcel thereof, wholly to re-enter, and the ſame to have again, and enjoy, as in his or their former Eſtate, and the ſaid T. W. his Executors and aſſigns, from thence utterly to expell and put out (this Indenture, or any thing before ſpecified to the contrary notwithſtanding) And the ſaid T. W. party to theſe preſents, his Executors, adminiſtrators and aſſigns, ſhall and will from time to time, and at all times hereafter, during the continuance of this preſent Leaſe, at his and their proper coſts and charges well and ſufficiently repair, uphold, ſuſtain, maintain and keep the ſaid Meſſuages or Tenements, and all other the demiſed premiſſes, in good and ſufficient reparations, and the ſame ſo being well

Reddend.

To re-enter for non-payment of the Rent.

and

and ſufficiently repaired, upholden and kept, in the end of the ſaid term, or other ſooner determination of this Leaſe, ſhall leave and yield up unto the ſaid I. B. his heirs or aſſignes, The ſaid T. W. from time to time, having and taking (by the Aſſignment and appointment of the ſaid I. B. his heirs or aſſigns ſignes) ſufficient Timber upon the ſaid demiſed premiſes for the reparations of the ſame, if any ſuch Timber be there to be had, otherwiſe the ſaid Timber to be found, and reparations done as aforeſaid, at the proper proviſion, coſts and charges of the ſaid T. W. party to theſe preſents, his executors and aſſignes, and that neither the ſaid T. W. his executors or aſſigns, or his, or their Undertenants ſhall commit any waſt, or ſtrip any Trees, Hedges, quick ſets, mounds or fences upon the premiſes; And the ſaid I. B. for himſelf, &c. doth covenant and grant, to and with the ſaid T. W. &c. That the ſaid two Meſſuages or Tenements, three yard-land, and all other the aforedemiſed premiſes, with the appurtenances, and every part and parcel thereof, now are and be, and ſo from henceforth, during the continuance of this preſent Leaſe ſhall be, and continue clearly acquitted, exonerated, and diſcharged of and from all and all manner of former Bargains, Sales, Gifts, Grants, Joyntures, Leaſes, Annuities, Rents, Arrerages of Rents, Statutes Merchant, and of the Staple, Recognizances, Judgements, Executions, Wils, *Intails*, Legacies, Titles, Troubles and Incumbrances whatſoever, had, made, committed, ſuffered or done, or to be had, made, &c. by the ſaid I. B. or by the ſaid G. B. deceaſed, his Father I. B. his Grand-father, & R. B. his Uncle, or by any of them, or by any of their heirs, &c. or by any other perſon or

That the premiſes are diſcharged of incumbrances.

 perſons or

or by, or through their or any of their means, act, title, conſent or procurement (one Leaſe heretofore made by the ſaid G.B. of one Meſſuage or Tenement, and other things, parcel of the premiſes before by theſe preſents demiſed nnto the ſaid A. P. for and during the natural life of the ſaid A. whereupon the yearly rent of &c. is reſerved, and ſhall be from henceforth, during the continuance of the ſame Leaſe, due and payable unto the ſaid T. W. party to theſe preſents, his Executors, Adminiſtrators and Aſſignes, only excepted and foreprized) *And further.* the ſaid I. B. for himſelf, his Heirs Executors & Adminiſtrators doth covenant, &c. That if at any time hereafter during the ſpace of ten years next enſuing the date of theſe preſents, the ſaid T. W. or his Aſſigns, ſhall be minded to exchange, and put in one other Life in the ſtead and place of any of them, the ſaid T. W. the Son of G. and A. W. the party put out being then living, That then within three weeks next after requeſt in that behalf made, and payment of &c. to the ſaid I. B. in the conſideration thereof, He the ſaid I. B. his heirs or aſſignes; ſhall and will at the coſts and charges of the ſaid T. W. party to theſe preſents, his executors or aſſignes make, ſeal and deliver in due form of law unto the ſaid T. W. party to theſe preſents, his executors and aſſigns one other good and ſufficient leaſe for the reſidue of the ſaid term which ſhall be then to come (if any two of the perſons before named, and ſuch other perſon as ſhall be then nominated & put in ſhall ſo long live, & under the like rents, covenants and conditions, as in theſe preſents is expreſſed, (*Mutatis Mutandis*) And further, that the ſaid T. W. party to theſe preſent, his executors, adminiſtrators & aſſigns, and every of them,

To exchange a Life within ten years,

under

under the Rents and Covenants herein before mentioned, shall and may peaceably and quietly, have, hold, possess and enjoy the said two Messuages or Tenements, three-yard-land, and all other the before-demised premisses, with the appurtenances, and every part thereof, during the whole term hereby granted, (if the said T. W. the son G. W. and A. W. or such other persons as shall be hereafter named, with two of them in the stead and place of any of them so dying, or exchanging, shall so long live) without the lawfull let, trouble, eviction or contradiction of the said I. B. his Heirs or Assignes, or of the Heirs, Executors or Assigns of the said G. B. deceased, or of any other person or persons whatsoever (except only the said A. B. for her Lease before mentioned.) And the said C. D. and I. D. for themselves and either of them severally and respectively, and not the one for the other, nor the others act, and for their several Executors, administrators and assigns, doe covenant, promise, and grant, to and with the said T. W. party to these presents, his, &c. That he the said T. W. his Executors, Administrators and assigns, and every of them, shall and may according to the tenour and true meaning of these presents, peaceably and quietly have, hold and enjoy all the said demised premisses, with the appurtenances and every part thereof free and clear, and freely and clearly acquitted and discharged of and from all, and all manner of former bargains, sales, gifts, grants, leases, jointures, dowers, uses, wills, intailes, statutes, recognizances, judgements, extents, and executions, and of and from all other estates, titles, troubles and Incumbrances whatsoever, had, made, committed, suffered or done by them the said C. D. and I. D. or either of them, ar by any other person or persons, by their, or either of their means, act, title,

or procurement. *And lastly*, the said I. B. for himself &c. that he the said I. B. his heirs and assigns, & every of them, shall and will at all times hereafter, & from time to time upon request made, at the costs and charges in the Law of the said T. W. party to these presents, his executors or assigns, or some of them, make, doe and execute, or cause to be made, done and executed, all and every such further and other reasonable act and acts, thing and things whatsoever, for the further and more better assurance, Surety, sure-making, and conveying of the said demised premisses, with the appurtenances, and every part thereof unto the said T. W. party to these presents, his Executors and assigns, during the time aforesaid, and in such manner and form, and upon such Rents, Covenants, and Conditions, as is before herein mentioned, according to the effect and true meaning of these presents, as by the said T. W. his Executors or assigns, or by his or their Councel learned in the law shall be reasonably devised, or advised and required. *In witness, &c.*

For further assurance.

A Grant of an Extent penned by Mr. Thomas Bromley, *then Sollicitor.*

THis Indenture made, &c. between B. D. of, &c. & W. D. of &c. on the one party, and T. B. G. B. & T. O. of &c. on the other party, Witnesseth, That whereas the Right Honourable E. Lord S. by the name of E. S. Esq; by one Recognizance, bearing date, &c. taken, knowledged, and Sealed, before Sir R. D. Knight, Lord Chief Justice of *England*, according to the form of the Statute for the Recovery of Debts in that case provided, standeth bound

Recital of the Recognizances.

bound to the ſaid I. D. in the ſum of, &c. Payable, &c. as by the ſame Recognizance, &c. and whereas alſo the ſaid I. D. hath extended, and to him is delivered in the Execution, the Mannor of N. with the appurtenances in the County of, &c. at the yearly rent of, &c. for non-payment of the ſaid ſum of, &c. Now the ſaid I. D. for divers good cauſes and conſiderations him hereunto eſpecially moving, hath granted, aſſigned and ſet over, & by theſe preſents doth grant, aſſign, & ſet over unto the ſaid W. D. T. B. G. B. & T. O all the eſtate, right, title, intereſt, and demand whatſoever, which he the ſaid I. hath by reaſon of the ſaid extent, of, in, and to the ſaid Mannor of N. with the appurtenances, and of, in and to every part and parcel thereof, & in and to all and ſingular meſſuages, lands, tenements, meadows, leaſes, paſtures, feedings, rents, reverſions, ſervices and hereditaments, with the appurtenances ſo extended and delivered in execution, as aforeſaid: And the ſaid I. D. for himſelf, &c. That he the ſaid I. D. his Executors, adminiſtrators, or aſſigns, at any time or times hereafter, ſhall not do any act or acts, thing or things, whereby the ſaid extent and extents, or the eſtate, title or intereſt of the ſaid W. D. &c. or any of them, or of the Executors, adminiſtrators or aſſigns of them, or any of them, by reaſon of the ſaid extent, may be in any wiſe hurt, hindered, impeached, diſcharged, undone, or made void. And further, that he the ſaid I. D. his heirs, executors and adminiſtrators, ſhall and will, at the reaſonable requeſt, coſts and charges in the Law of the ſaid W. D. or any of them, do and ſuffer to be done, made and acknowledged all and every ſuch lawfull and reaſonable act and acts, thing and things, device and devices in the law whatſoever, for the further aſſurance, ſurety, ſure-making and conveying of the premiſſes, for and during all the time and terme

of

of the ſaid extent and execution; unto the ſaid T. B. G. B. and T. O. as by the learned Counſel of them, or any of them, ſhall be reaſonably deviſed or adviſed and required. In witneſs, &c.

An Aſſignment of a Bond for performance of Covenants.

TO all Chriſtian People, &c. I. I. &c. ſendeth greeting, &c. Whereas R. D. of &c. by his Obligation, bearing date, &c. became bound unto the ſaid I. I. in the ſum of, &c. conditioned for performance of Covenants contained in one pair of Indentures of bargain and ſale of the Inn called K. in C. &c. in the &c. with certain lands thereunto belonging: which Inne and premiſſes are now by the ſaid I. I. bargained and ſold unto M. W. of &c. his Heirs and Aſſigns. Now the ſaid I. I. for the better enjoying of the ſaid Inne, and other the Lands and Tenements thereunto belonging, Hath as much as in him is, Aſſigned and ſet over, and by theſe preſents doth fully, clearly, and abſolutely aſſign and ſet over unto the aforeſaid M. W. his heirs, executors and aſſigns, the ſaid recited Obligation, and all ſum and ſums of money therein mentioned, and the benefit and advantage thereof to be had and made. And the ſaid I. I. for himſelf, &c. doth covenant and grant, to and with the ſaid M. W. &c. That he the ſaid M. W. his heirs, executors, adminiſtrators and aſſigns, ſhall and may in lawfull manner, at his and their coſt and charges, in all things, from time to time, and at all times hereafter, ſue for, levy, recover and enjoy all ſum and ſums of mony, benefit and advantage whatſoever, which ſhall or may be gotten by vertue, force, or means of the ſaid recited Obligation, in the name of the ſaid I. I. his Executors or adminiſtrators, without

without any manner of non ſute, releaſe, trouble, denial or interruption of the ſaid I. I. his executors or adminiſtrators, unleſſe it be by conſent of the ſaid M. W. his heirs or aſſigns in writing firſt had and obtained. And he the ſaid M. W. for himſelf &c. doth Covenant &c. That he the ſaid M. W. his executors or adminiſtrators, ſhall and will from time to time, and at all times hereafter, ſave and keep harmleſs the ſaid I. I. his executors or adminiſtrators, and every of them, off and from all and all manner of coſts and charges to ariſe by means of any ſute, upon or by reaſon of the ſaid Obligation, In witneſſe, &c.

A Releaſe of Annuiey.

TO all Chriſtian people, &c. We N. B. and A. B. of &c. ſend greeting, &c. Whereas Sir I. B. of &c. by his Deed indented bearing date &c for the conſiderations therein mentioned, did give and grant unto W. L. and R. P. of &c. one Annuity or yearly Rent of &c. to be iſſuing and going out of all and ſingular the Mannors, Meſſuages, Lands and Tenements, called H. and L. within the pariſh of &c. and out of all the Lands, Tenements and Hereditaments, with the appurtenances in H. & L. within the ſaid pariſh of &c. in the ſaid County of &c. To have, hold, perceive and enjoy all the ſaid Annuity or yearly rent of &c. to the ſaid W. L. and R. P. their Executors or Aſſigns, for and during the natural life of the ſaid Sir I. B. the ſaid Annuity or yearly rent of &c. to be payable and paid to the ſaid W. and R. their Executors and Aſſigns during the life of the ſaid Sir I. B. at two Feaſts in the year, *viz.* at the Feaſt of, &c. at or in the &c. as by the ſame Deed indented thereof made, more at large it doth and may appear. Sithence which time, the ſaid W. L. is dead, and the *Recital.*

ſaid

ſaid R. P, him ſurvived. And whereas alſo the ſaid R. P. by his Deed indented, bearing date, *&c.* for the conſiderations therein mentioned, did demiſe, grant, bargain and ſell unto the the ſaid N. B. his executors and aſſigns, the ſaid annuity or yearly rent of *&c.* And every part thereof, To have and to hold unto the ſaid N. B. his executors and aſſignes, from and during the term of *&c.* from thenceforth next and immediatly enſuing, and fully to be compleat and ended, if the aforeſaid Sir I. B. ſhould ſo long live, as in and by the ſaid Indenture laſt mentioned more *&c.* Now know ye, that we the ſaid N. B. and A. B. for and in conſideration of a certain competent ſum of lawful money of *England* to us in hand paid, at and before the *&c.* by G. S. and R. G. of *&c.* Eſquire, whereof and wherewith, *&c.* have remiſed, releaſed and quit-claimed, and by theſe preſents for us and either of us, our and either of our executors and aſſigns, and every of us, do fully, clearly and abſolutely remiſe, releaſe and for ever quit-clam unto the ſaid G. S. and R. G. their heirs and aſſignes, and every of them, in their, or ſome, or one of their full and peaceable poſſeſſion as well the ſaid Annuity or yearly rent of *&c.* before mentioned, and every part and parcel thereof. And all rents, arrearages of rents, penalties, forfeitures, *nomine pœnæ*'s and diſtreſſes whatſoever, at any time or times heretofore due or forfeited by reaſon of the non payment of the ſaid Annuity or yearly rent, of, *&c.* or any part and parcel thereof: As alſo all the eſtate, right, title, intereſt, property, term and terms of life, lives and years, reverſion, claim and demand whatſoever, which we the ſaid N. B. and A. B. or either of us, our or either of our Executors or Aſſigns, now have, may, might, ſhould or in any wiſe ought to have or

[claim

claim of, in and to the ſaid Annuity or yearly rent of &c. above-mentioned, or any part thereof, by force and vertue of the ſaid ſeveral Deeds indented, above recited or mentioned, or either of them, or otherwiſe howſoever. To have and to hold the ſaid annuity or yearly rent of &c. and the eſtate, right, title, intereſt of all other the before mentioned premiſes, with the appurtenances, and every part and parcel thereof unto the ſaid G. S. and R. G. their heirs and aſſigns for ever, ſo as neither we the ſaid N. B. and A. B. or either of us, our or either of our executors or aſſigns or any of us, ſhall or will at any time hereafter, ask, claim, challenge or demand, any eſtate, right, title or intereſt, in or to the ſaid annuity or yearly rent of *&c.* or any part thereof. But thereof and therefrom, and from all actions, ſutes, titles and demands concerning the ſame, ſhall be utterly ſecluded, and for ever debarred by theſe preſents. *In witneſſe whereof*, &c.

A ſhort Leaſe of certain Tithes.

THis Indenture made the &c. Betweeen Sir E. S. of &c. on the one part, and M. D. of *&c.* on the other part, Witneſſeth, That the ſaid Sir E. S. for divers good cauſes and conſiderations him moving, and eſpecially of the good opinion he hath and conceiveth of the ſaid M. D. hath demiſed, granted, betaken and to farm letten, and by theſe preſents, doth &c. unto the ſaid M. D. and his aſſignes, all that the Tythes of Corn, Grain and Hay yearly comming, renewing and growing within the Townſhip of *&c.* and within the Lordſhip of *&c.* in the County of G. and now held by E. L. of *&c.* To have and to hold, perceive, take & enjoy all the ſaid Tythes

Grant.

Habend.

of

of Corn, Grain, and Hay, unto the ſaid M. D. and his aſsigns, from and immediatly after the date of theſe preſents, unto the full end and term of 21 years from thence next enſuing, and fully to be complete and ended; and that in as large and ample manner as the ſame lately were held and enjoyed by the ſaid E. L. Yielding and paying therefore yearly during the ſaid term, unto the ſaid Sir E. S. his heirs and aſsigns the ſum of *&c.* at the Feaſt of *&c.* at one whole entire payment: And if it ſhall happen the ſaid yearly Rent of *&c.* to be behind or unpaid, in part or in all, by the ſpace of *&c.* next following the ſaid Feaſt, being lawfully demanded; that then for every ſuch default the ſaid M. D. or his aſsigns, ſhall forfeit and pay unto the ſaid Sir E. S. his heirs and aſsigns the ſum of *&c.* over and beſides ſuch arrearages, as then ſhall happen to be behind and unpaid; And the ſaid Sir E. S. for him, his heirs, executors and adminiſtrators, doth covenant, *&c.* That he the ſaid M. D. his executors and aſsigns, ſhall and may at all time and times from henceforth, for and during all the ſaid Term hereby granted, peaceably and quietly have, hold, occupy, poſſeſſe and enjoy, all the ſaid tithes of Corn, Grain and Hay (paying the rent before reſerved) without any manner of lawful let, eviction, diſturbance or contradiction of the ſaid Sir E. S. his heirs or aſsigns, or of any other perſon or perſons, by his or their means, conſent or procurement. *In* witneſſe, *&c.*

Reddend.

A nomine pœnæ for non-payment of the rent.

A Deed of Gift.

TO all people to whom this preſent writing ſhall come, I A. B. of *&c.* ſend greeting, *&c.* Know ye that I the ſaid A. B. for, and in conſideration of the

the ſum of &c. which I the ſaid A.B. doe owe and am indebted unto T. S. of &c. have Given, Granted, and ſold, and by theſe preſents do fully clearly, and abſolutely give, grant, bargain, ſell and confirm unto the ſaid T. S. all and ſingular ſuch my Goods, Chattels, and Implements of houſhold, and Commodities whatſoever, as are contained and ſpecified in a certain ſchedule hereunto annexed: *To have and to hold*, All and ſingular the goods chattels, implements of houſhould, and Commodities whatſoever as aforeſaid, to the aforeſaid T.S. his Executors, adminiſtrators and aſſigns, to his and their own proper uſes and behoofs for ever, thereof and therewith to do, uſe and diſpoſe, at his and their will and pleaſure, as of his and their own proper goods and chattels, without any manner of Challenge, claim or demand of me the ſaid A. B. or of any other perſon or perſons for me, in my name, by my cauſe, means, conſent or procurement: And further, know ye, that I the ſaid A. B. have put the ſaid T.S. in full poſſeſſion of all and ſingular the aforeſaid premiſſes, by by the delivery unto him at the enſealing hereof, one Goblet of Silver, in name of all the ſaid Goods. In witneſs whereof, &c. *Habend.*

Another Deed of Gift.

TO all people, &c. I, B. C. of &c. ſend greeting, Know ye that I the ſaid B. C. as well for and in conſideration of the natural affection and brotherly love which I have and bear unto my well-beloved Brother P. C. of &c. as alſo for divers other good cauſes and conſiderations me at this preſent eſpecially moving, have given and granted, & by theſe preſents, do give, grant and confirm unto the ſaid P.C.

all

all and ſingular my Goods, Chattels, Leaſes, Debts, ready Money, Plate, Jewels, Rings, Houſhold-ſtuff, Apparrell, Utenſils, Braſſe, Pewter, Bedding, and all other my ſubſtance whatſoever, moveable and immoveable, quick and dead, of what kind, nature, quality or condition ſoever the ſame are or be, and in what place or places ſoever the ſame be, ſhall or may be found, as well in mine own cuſtody or poſſeſſion, as in the poſſeſſion, hands, power and cuſtody, of any other perſon or perſons whatſoever, *To have and to hold*, all and ſingular the ſaid Goods, Chattels, Leaſes, Debts, and all other the aforeſaid premiſſes, unto the ſaid P. C. his Executors, adminiſtrators, and aſſigns, to his and their own proper uſes and behoof, for ever freely and quietly, without any matter of challenge, claim, or demand of me the ſaid B. C. or of any other perſon or perſons whatſoever, for me, in my name, by my cauſe, means, or procurement, and without any money or other thing therefore to be yielded, paid, or done unto me the ſaid B. C. my Executors, adminiſtrators or aſſigns: *Warrant.* And I the ſaid B. C. all and ſingular the aforeſaid Goods, Chattels, and premiſſes to the ſaid P. C. his Executors, adminiſtrators and aſſignes, to the uſe aforeſaid, againſt all people do warrant, and for ever defend by theſe preſents; and further, Know ye that I the ſaid B. C. have put the ſaid P. C. in peaceable and quiet poſſeſſion of all & ſingular the aforeſaid premiſſes, by the delivery unto him at the enſealing hereof, one coined piece of Silver, commonly called two pence, fixed on the ſeal of theſe preſents. *In witneſs, &c.*

A

A Releaſe of Dower.

TO all People to whom this preſent Writing ſhall come, Dame *Dorothy Williams* late the wife of Sir *David Williams* Knight deceaſed, ſendeth greeting &c. Know ye that the ſaid Dame *Dorothy W.* for and in conſideratiõ of the performance of a former agreement had and made between the ſaid Dame *Dorothy W.* and the ſaid Sir D. W. her late husband, before their inter-marriage, hath remiſed, releaſed, and for ever quit-claimed, and by theſe preſents doth clearly and abſolutely remiſe releaſe, and for ever quit-claim unto Sir D. W. Knight T. W. and R. W. ſons of the ſaid Sir D. W. and to every of them, all and all manner of Dower, & right and title of Dower whatſoever, which ſhe the ſaid Dame *Dorothy W.* now hath, may, might, ſhould, or of right ought to have or claim of, in, or out of all and every the Mannors, Meſſuages, Lands, Tenements and Hereditaments whatſoever, which were the ſaid D. W. at any time during the coverture between him and the ſaid Dame D. ſcituate and being in the Counties of &c. or in any or every of them, and all and all manner of actions, and writs of Dower whatſoever, ſo as neither ſhe the ſaid Dame D. W. nor any other for her, or in her name, any manner of Dower or Writ, or action of Dower, or any manner of right or title of Dower, of, or in the ſaid Mannors, Lands, Tenements and Hereditaments, or of or in any part or parcel thereof, at any time hereafter, ſhall, or may have, or claim, or proſecute againſt the ſaid Sir D. W. T. W. & R. W. nor any of them, their, nor any of their heirs or aſſigns, but of and from the ſame ſhall be utterly debarred, and for ever excluded by theſe preſents. *In witneſſe, &c.*

A Releaſe from one that hath loſt his Articles of agreement.

BE it known unto all men by theſe preſents, That I, E. W. of &c. have remiſed, releaſed, and quit-claimed, and by theſe preſents do for me, my Heirs, Executors, Adminiſtrators and Aſſigns, and every of us, fully, clearly, and abſolutely remiſe, releaſe, and for ever quit-claim unto I. O. of &c. his, &c. all and all manner of Actions, Suits, Plaints, Pleas, Proceſſe and demands whatſoever, which againſt the ſaid I. O. I ever had, now have, or at any time hereafter ſhall or may have, by reaſon or means of any Grant, Covenant, Contract, Promiſe, Bargain, Clauſe, or thing mentioned, contained, expreſſed, or declared, in or by certain Articles of Agreement indented, bearing date &c. made between the ſaid I. O. on the one part, and me the ſaid E. W. on the other part, touching or concerning the procuring of a Leaſe of a field, or parcel of ground, arable, meadow or paſture, called the &c. of the yearly Rent of &c. lying, &c. which ſaid Leaſe, I do hereby acknowledge is procured, and paſſed by the ſaid I. O. according to my mind & deſire, and of and from all Bonds, Bils and Writings obligatory, and all and every penalty, ſumm and ſumms of mony in them or any of them mentioned, or contained, wherein or whereby the ſaid I. O. is, and ſtandeth bound unto me for the performance of the Covenants, Grants, Articles and Agreements in the ſaid Articles mentioned or contained. *In witneſs, &c.*

A Form of a will.

IN the Name of God Amen. The tenth day of &c. I, A. B. of &c. being ſick in body, but of good and per-

perfect memory, thanks be to Almighty God, and calling to remembrance the uncertain ewate of this transitory life, and that all flesh must yield unto Death when it shall please God to call, do make, constitute, ordain and declare, this my last Will and Testament in manner and form following, revoking & adnulling by these presents all and every Testament and Testaments, Will and Wills heretofore by me made and declared either by word, or writing: and this is to be taken only for my last Will and Testament and none other: And first, being penitent and sory from the bottom of my heart for my sins past, most humbly desiring frrgiveneſſe for the same, I give and commit my soul unto Almighty God my Saviour and Redeemer, in whom, and by the merits of Jesus Christ, I trust and believe assuredly to be saved, & to have full remission, and forgiveness of all my sins; & that my soul with my body at the general day of resurrection, shall rise again with joy, and through the merits of Christ's death and Pasion possess & inherit the Kingdom of heaven, prepared for his elect and chosen; & my body to be buried in such place, where it shall please my Executors hereafter named to appoint: And now for the setling of my Temporal estate, and such Goods, Chattels, and Debts, as it hath pleased God, far above my deserts, to bestow upon me; I do order: give and dispose the same in manner and form following, (that is to say) First, I will that all those debts and duties as I owe in right or conscience to any manner of person or persons whatsoever, shall be well and truly contented and paid, or ordaine d to be paid, within convenient time after my Decease, by my Executors hereafrer named, *Item* I give and bequeath, In witnesse, &c.

An Assurance of a Joynture to the Wife; with Remainder in tail.

THis Indenture made &c. between H. V. of &c. on the one part, and L. L. &c. and G. L. &c. on the other part, Witnesseth, That as well for, and in consideration of Marriage had and solemnized, between the said V. and A. now Wife to the said H. V. and Sister of the said L. and G. for the great good will, love and affection, which the said H. hath and beareth to the said A. his Wife; and to the intent that the Messuages, Lands, and Tenements hereafter in these presents specified, shall come and continue in the issue of the said H. and A. in such sort, manner and form, as hereafter in these presents is expressed, mentioned, and declared; It is Covenanted, Granted, Condescended, Concluded and fully agreed upon, by and between the said parties to these presents, in manner and form following: And the said H. V. for the consideration aforesaid, doth covenant, grant and promise, for himself, &c. to and with the said L. L. and G. L. their &c. by these presents, That he the said H. V. his heirs and assigns, and all and every other person & persons whatsoever, shall stand and be seized, of, and in all and singular those his Messuages, Lands, Tenements, Meadows, Leasons, Pastures, and Hereditaments whatsoever, with all singular their appurtenances, in the Parish, Town and Field of C. aforesaid, in the said &c. which late were parcel of the possessions of the late dissolved Monastery of &c. and now be, or late were in the several Tenures or occupations of, &c. and their assigns, and the reversion and the reversions of the premises, and every part and parcel thereof, to the uses, purposes and intents hereafter in these presents expressed and limitted, and to no other use, in-

intent or purpose whatsoever, that is to sey, to the use and behoof of the said H. V. for the term of his natural life without impeachment, of, or for any manner of wast, and after his decease to the use and behoof of the said A. V. now wife of the said H. V. for the term of her natural life, and after the decease of the said H. and A. his Wife, then to the use and behoof of such of the Children, between them the said H. and A. lawfully begotten, as the said A. by her last Will and Testament, or other writing to be signed and subscribed by her the said A. in her life time, shall limit, nominate and appoint: And if no such limitation, nomination, or appointment shall be made by the said A. in her life time, then to the use of the heirs of the bodies of the said H. and A. between them lawfully begotten, and for &c. to the use of the right heirs of the said H. V. for ever: And further, the said H. V. for himself &c. doth Covenant, &c. to and with the said L. L. and G. L. their heirs &c. That he the said H. V. his heirs and assigns, shall and will permit and suffer the said A. V. and all and every other person and persons, to whom the said Messuage, Lands, Tenements and other the premises, or any part or parcel thereof shall happen to come, or of right ought to come, by reason of these presents; peaceably and quietly to have, hold, occupy and enjoy all and singular the said Messuages, Lands, Tenements and Hereditaments before by these presents expressed and mentioned, without any manner of let, trouble, eviction, disturbance, sute, vexation or expulsion of the said H. V. his heirs or assignes, or any other person or persons whatsoever, lawfully having, claiming or pretending to have, any estate or title, from, by or under the said H. V. his heirs or assignes, according to the intent, form, and true meaning of these presents, In Witnesse whereof, &c.

A Leaſe of a Fee-farm, and certain Lands, with neceſſary Covenants.

THis Indenture made &c. between C. B. of &c. on the one part, and T. W. of &c. on the other part, Witneſſeth, That the ſaid C. B. for divers good cauſes and conſiderations him thereunto eſpecially moving, Hath demiſed, granted, and to farm letten, and by theſe preſents doth demiſe &c. unto the ſaid T. W. his Executors, Adminiſtrators and Aſſigns, all that his Meſſuage, Tenement or Farm-houſe called W. with the appurtenances, and all Houſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Lands, Tenement, Meadows, Feedings, Paſtures, Profits, and Commodities whatſoever, to the ſaid Meſſuage, Tenement or Farm-houſe now belonging or appertaining, and being now in the tenure or occupation of the ſaid T. W. or of his Aſſignee or Aſſignees, ſituate, lying and being in the pariſh of

Exception. &c. Except and always reſerved unto the ſaid C. B. his Executors and Aſſigns, all and all manner of woods and under-woods, hedges, rows and Timber-trees, now ſtanding, growing and being, or which hereafter ſhall ſtand, grow, or be in and upon the demiſed premiſes, or in and upon any part or parcel thereof; and alſo except and always reſerved unto the ſaid C. B. his Executors and Aſſignes, by the ſpace and for the term of one whole year next before the end and expiration of the term of ſeven years, and one half year hereunder granted, the ſaid Meſſuage, Tenement or Farm-houſe, and one Cloſe or parcel of ground, called W. containing &c. be it more or leſſe; Together with free liberty of ingreſſe, egreſſe, abiding and dwelling, into, out of, from and upon the ſaid Meſſuage, Tenement and

Farm-

Farm-houſe, and one Cloſe called W. by and during the ſaid ſpace and term of, &c. next before the end and expiration of the ſaid Term of &c. To have and to hold the ſaid Meſſuage, Tenement or Farm-houſe, Houſes, Edifices, Buildings, Barns, Stables, Orchards, Lands, Meadows, Feedings, Paſtures, and other the demiſed premiſſes, and every part and parcel thereof (except before excepted) unto the ſaid T. W. his Executors, adminiſtrators and aſſigns, from the Feaſt day of &c. for and during the term of, &c. and fully to be compleat end ended. Yielding and paying therefore yearly, during the ſaid term, unto the ſaid C.B. his Executors and aſſignes, the rent of, &c. at four Feaſts or Terms in the year moſt uſual (That is to ſay) at &c. by even and equall portions. And if it ſhall happen the ſaid yearly rent of &c. or any part or parcel thereof to be behind and unpaid, by the ſpace of &c. next over or after any of the ſaid Feaſt dayes, in which the ſame ought to be paid, being lawfully demanded, That then and from thenceforth, and at all times after, it ſhall & may be lawful to and for the ſaid C.B. his Executors, Adminiſtrators and Aſſigns, into the ſaid Meſſuage, Tenement or Farm-houſe, Houſes, Edifices, Lands, Meadows, Paſtures, and all the demiſed premiſſes, with the appurtenances, and into every part & parcel thereof, wholly to re-enter, and the ſame to have again, re-poſſeſs and enjoy, as in his or their former eſtate. And the ſaid T.W. his Executors, Adminiſtrators and Aſſigns, and all other the Tenants and Occupiers of the ſaid demiſed premiſſes, or any part or parcel thereof, thereout, and from thence, utterly to expel, amove, & put out, this Indenture, or any thing herein contained to the contrary thereof, in any wiſe notwithſtanding.

Habend.

Re-enter for non-payment.

For Reparation. And the ſaid T. W. for himſelf, doth covenant, &c. in manner and form following (That is to ſay) that he the ſaid T. W. his Executors, adminiſtrators and aſſigns, at his and their own proper coſts and charges, ſhall and will from time to time, and at all times hereafter during the ſaid Term of &c. by theſe preſents granted, when and as often as need ſhall require, well and ſufficiently repair, ſupport, ſuſtain, maintain and amend the ſaid Meſſuage, Tenement or Farm-houſe, and all the Houſes, Edifices, Buildings, Barns and Stables thereunto belonging or appertaining, with the appurtenances, and every part and parcel thereof, in, by and with all and all manner of needfull and neceſſary reparations whatſoever: And alſo ſhall and will at all times hereafter, and from time to time, during the ſaid term, at his and their like coſt and charges, well and ſufficiently hedge, fence, ditch, encloſe and amend all and ſingular the hedges, fences, ditches and incloſures belonging to the ſaid demiſed premiſſes, in, by and with all and all manner of hedging, fencing, ditching and encloſing, when and as often as need ſhall require, during the ſaid term; And as well the ſaid Meſſuage, Tenement or Farm-houſe, Houſes, Edifices, Buildings, Barns and Stables, with the appurtenances, and every part and parcel thereof, ſo well and ſufficiently repaired; As alſo the hedges, fences, ditches and encloſures aforeſaid, well and ſufficiently ſupported and amended, in the end of the ſaid Term, or other determination of this preſent Leaſe, ſhall leave and yield up into the hands and poſſeſſion of the ſaid C. B. his executors, adminiſtrators and aſſignes,

A Covenant for planting an Orchard, And the ſaid T. W. for himſelf, his executors, adminiſtrators and aſſigns, doth covenant &c. That he the ſaid T. W.

T. W. his Executors, administrators and assigns, shall permit and suffer the said C. B. and his assignes, to plant and make in and upon some convenient place of the demised premisses, one Orchard, not exceeding the number of 2. acres of land, with such store of fruit trees, and other trees, as the said C. B. or his assigns shall think meet; and the same Orchard and fruit-trees so made and planted, shall fence, preserve and keep so much as in him shall be, from spoil and hurt of Cattel, and from all other harm and destruction. And further, that the said T. W. his executors, administrators and assigns, shall at all times hereafter, and from time to time, during the said Term of &c. find and allow unto G. B. Widdow, Mother unto the said C. B. competent and sufficient meat, drink, lodging, apparel, and all other necessaries whatsoever, meet and convenient for her degree, and shall from time to time, & at all times, clearly acquit, exonerate and discharge the said C. B. his executors, administrators and assigns, and every of them, of, for and concerning the keeping of the said G. B. during the said Term of &c. before by these presents granted. And Lastly, the said T. W. for himself doth covenant &c. That he the said T. W. his executors, administrators or assigns, nor any of them, shall not at any time or times hereafter during the Term, before, in and by these presents granted, plow up or otherwise deface or spoil the Meadow-ground belonging to the said demised premisses, or any part or parcel thereof; And also that he the said T. W. his executors, administrators or assigns, shall and will in the end of the said Term of &c. before by these presents granted, or other determination of this

A Covenant for finding meat, drink, lodging, apparel and other necessaries.

Not to plow up the Meadows.

this preſent Leaſe, deliver and yield up the quiet and peaceable poſſeſſion of all and ſingular the before demiſed premiſſes, and every part and parcel thereof, unto the ſaid C.B. his Executors &c. And the ſaid C.B. for himſelf, &c. doth covenant &c. in manner and form following (*viz.*) That he the ſaid T. W. his Executors, adminiſtrators and aſſigns, and every of them, for, and under the yearly rent before by theſe preſents reſerved, and other the Covenants, Grants, Articles and Agreements in theſe preſents contained, ſhall and may peaceably, lawfully and quietly have, hold, uſe, occupy, poſſeſſe and enjoy all and ſingular the ſaid Meſſuage, Tenement or Farm-houſe, Houſes, Edifices, Buildings, Lands, Meadows, Orchards, Gardens, and all other the before demiſed premiſſes, and every part and parcel thereof (except before excepted) for and during the ſaid Term of, &c. before by theſe preſents granted, without any manner of lawful let, ſute, trouble, eviction, diſturbance or contradiction, of the ſaid C. B. his Executors Adminiſtrators, or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, by his, their, or any of their means, act, title, or procurement. Provided

A Proviſo. alwayes, and it is meant and intended by and between the ſaid parties to theſe preſents, That this Indenture, or any thing herein contained, ſhall not extend to charge the ſaid C.B. his Executors or Adminiſtrators, by or with any action of Covenant, or other action whatſoever, ſaving only for ſuch an eſtate and intereſt, as the ſaid C. B. or any other claiming by, from or under him, now have, hath or may have, of, in or to the demiſed premiſſes or any part thereof, and not for any other better or former eſtate, right, or title, which ſhall or may precede or extinguiſh the grant by theſe preſents made. In witneſs &c.

AR

An Assignment of two several Obligations.

TO all Christian People to whom this present Writing shall come, F. D. of &c. Gentleman, sendeth greeting: Whereas R. D. of &c. Gentleman, in and by one Obligation or Writing Obligatory, with condition thereupon endorsed, bearing date, &c. And whereas also M. F. of &c. Esq: in and by one other obligation, or writing Obligatory, with condition thereupon also endorsed, bearing date, &c. do stand bound to the said E. D. his executors administrators and assigns, in the several sums of &c. as by the said several Obligations, relation being thereunto had, may appear. Now know ye, that the said F. D. for divers good causes and reasonable considerations him hereunto especially moving, Hath bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely bargain, sell, assign and set over unto R. B. of &c. his executors, administrators and assigns, as well the said two Obligations; as also the several summes of money in them, and either of them, mentioned or contained, To the only proper use and behoof of the said R. B. his Executors, Administrators and Assigns, and without any accompt or other thing therefore to be yielded, paid or done unto the said F. D. his Executors Administrators or assigns, or to any of them. And the said F. D. for himself, his heirs, executors and administrators, doth Covenant, promise and grant to and with the said R. B. his Executors, Administrators and assigns, by these presents in manner and form following; That is to say, that he the said R. B. his Executors, Administrators and Assigns, and every of them, shall and may at all times hereafter, and from time to time, peaceably and quietly have, hold,

hold, uſe, occupy, poſſeſs and enjoy all and ſingular the ſum and ſums of money whatſoever, contained in the ſaid ſeveral obligations: And alſo the benefit, commodity, penalty and advantage whatſoever, which ſhall or may happen, come, grow, or be by reaſon of the ſaid ſeveral Obligations or Writings Obligatory above recited or mentioned, without any manner of ſute, trouble, gainſaying, means, conſent or procurement of the ſaid F. D. his Executors, Adminiſtrators or Aſſignes, or of any other perſon or perſons whatſoever, In Witneſſe &c.

An Aſſignment of two Apprentices, and their years to come.

TO all Chriſtiſn people to whom this preſent writing ſhall come: I A. M. Citizen and &c. ſend greeting, in our Lord God everlaſting. Whereas my Apprentices I. S. and G. R. have certain years yet to come and unexpired of their ſeveral Apprentiſhips, to wit, the ſaid I. S. one whole year and a half, from the Feaſt of &c. laſt paſt, and the ſaid G. R. the ſpace of two years and a half, from the ſame Feaſt, as by their ſeveral Indentures thereof unto me the ſaid A. M. made and ſealed, at large it doth and may appear: Now know ye, that I the ſaid A. M. for divers good Cauſes and Conſiderations me eſpecially moving; and the rather for that it ſtands with the good liking and pleaſure of my ſaid Apprentices; Have given, granted, aſſigned and ſet over, and by theſe preſents doe fully and abſolutely, give, grant, aſſign, and ſet over unto my well beloved Friend R. H. Citizen and Haberdaſher of *London*, all ſuch right, title, duty, term

Recital of the Indentures

Conſideration.

of years to come, claim, Intereſt, Apprentiſhips, ſervices and demands whatſoever, which I the ſaid A. M. have of, in or to the ſaid I. S. and G. R. my ſaid Apprentices, or which I might or ought to have of and in them, or either of them, by force and vertue of the above recited Indentures of Apprentiſhips: (That is to ſay) the true and faithfull ſervice of I. S. for and during the time and ſpace of one whole year and a half, from &c. as aforeſaid; and the like honeſt and dutifull ſervice of G. R. for and during the time and ſpace of two whole years and a half, &c. from the Feaſt day, as is afore declared: Giving, and by theſe preſents granting *Grant of their Terms.* unto the ſaid C. B. my full power and lawfull authority for the having, keeping and enjoying of my ſaid Apprentices, I. and G. before mentioned, for and during their ſeveral times yet to come and unexpired: And moreover, I the ſaid A. M. do by theſe preſents, Covenant, promiſe and grant, to and with the ſaid C. B. his executors and aſſigns, That the ſaid I. and G. Apprentices, ſhall, during their ſeveral times well and truly ſerve the ſaid C. B. as their Maſter, and his commandements lawfull and honeſt every where ſhall do, and from the ſervice of him they nor either of them ſhall not abſent or prolong himſelf by day or night, during the ſaid ſeveral Terms of their aforeſaid Apprentiſhips, yet to come and unexpired. Provided, That the ſaid C. B. their Maſter, ſhall well intreat and uſe the ſaid I. and G. as becommeth Apprentices, in ſuch caſe to be uſed; finding unto them and either of them, meat, drink, linnen, woollen, hoſe, ſhooes, and bedding, and all other neceſſaries during the ſaid Term. *In witneſſe, &c.*

A Proviſo, That if the Leſſor be minded to ſurrender his grand Leaſe, to take a further eſtate in the premiſes, then the Demiſe to be void, with a Covenant to grant a new Leaſe of the premiſes.

PRovided always, and be the demiſe under and upon condition, That if the ſaid I. B. his executors, adminiſtrators or aſſigns, ſhall at any time during the demiſe, be minded to ſurrender his Grand Leaſe, by which he hath and holdeth the aforeſaid demiſed premiſes (amongſt other things) to the intent to get a new Leaſe, or any larger or further eſtate, of, in and to the ſame; And therefore ſhall give or leave notice in the writing to and for the ſaid A.B. his executors, adminiſtrators or aſſigns, at the ſaid demiſed Manſion houſe: That then at the day and time of ſuch notice given, and from thenceforth for ever, this Demiſe, Grant and term of years ſhall ceaſe, determine ond be utterly void and of none effect, to all intents and purpoſes, any thing herein contained to the contrary thereof in any wiſe notwithſtanding; and the ſaid I.B. *&c.* doth Covenant and grant to and with the ſaid A.B. his *&c.* That he the *&c.* or Aſſigns, notwithſtanding the ſurceaſing and determination of this demiſe, Grant and Term of years of the ſaid A.B. to be had, claimed and enjoyed as aforeſaid, ſhall and will not only peaceably and quietly permit and ſuffer the ſaid A.B. his executors, adminiſtrators and aſſigns, To have, hold and enjoy the ſaid demiſed premiſes, under the yearly rent aforeſaid, by and during the term of three moneths from thence next following, but alſo before the end and expiration of the ſame, ſhall at his and their own proper coſts and charges, make, ſeal and deliver, or cauſe &c. And ſufficiently tendred at the ſaid demiſed Manſion houſe unto

the

the ſaid A. B. his executors or aſſigns a new Leaſe, or Grant in writing of all the ſaid demiſed premiſſes, for ſo much of the ſaid time of &c. as ſhall be then to come and unexpired, and for and under ſuch Rents, Covenants and Conditions as are contained in this preſent Leaſe.

A Letter of Atturney to enter upon Lands, and to deliver a Leaſe made to another.

KNow all men by theſe preſents, that I, R. R. of &c. have made, ordained, conſtituted and appointed, and by theſe preſents do make, ordain, conſtitute and appoint T. C. of &c. my true and lawful Atturney, for me, and in my ſtead and name, to enter and come into and upon the Farm and Lands of T. in the Pariſh of &c. now in the tenure or occupation of R. T. or of his aſſigns, or upon any part thereof, then and there for me, and in my ſtead and name, to deliver as my act and deed, unto H. M. of &c. or to his aſſigns, one Indenture, whereunto I have already ſealed, bearing date, &c. made between me the ſaid R. R. of the one party, and the ſaid H. M. of the other party, purporting a Leaſe of the ſame Farm and Lands unto the ſaid H. M. his Executors, Adminiſtrators and Aſſignes, for the term of four years next enſuing: as in and by the ſaid Indenture more at large appeareth: which Indenture after the ſame ſhall be ſo delivered by my ſaid Attorney, I the ſaid R. R. do promiſe by theſe preſents, ſhall be my effectual deed in Law to all intents, conſtructions and purpoſes, as if I the ſaid R. R. had ſealed and delivered the ſame then and there my ſelf. In witneſſe &c.

A Letter of Atturney to enter upon Lands, and to deliver a Leaſe.

TO all Chriſtian people to whom this preſent writing ſhall come: We T.A. and R. M. of &c. ſend greeting. Whereas we the ſaid T. A. and R.M. have ſigned and ſealed to one Indenture, bearing date with theſe preſents, purporting a Leaſe, Demiſe, or Grant unto I.H. of &c. of all that our Mannor or Farm of &c. with the houſes, barns, ſtables, orchards, gardens, &c. and of all that our Scite of the Rectory or Parſonage of L. in the ſaid County of &c. Together with the Demeaſn-Lands to the ſaid Mannour and Farm belonging or appertaining: To hold from the enſealing and delivery of the ſame Indenture for the term of three years then next enſuing: as by the ſame Indenture of Leaſe at large appeareth. Now know ye, that we the ſaid T.A. and R.M. have made, ordained, conſtituted, and appointed, and by theſe preſents doe make, ordain, conſtitute, and in our ſteads and places put and appoint our truſty and well-beloved Friend I. H. of &c. our true and lawful Atturney and Aſſignee, for us, and in our ſteads and names to enter and come into, and upon all that the ſaid &c. and other the lands aforeſaid, or into ſome part thereof; and then & there (after ſuch entry made) to deliver unto the ſaid I.H. as our very act & deed, the ſaid Indenture of Leaſe above mentioned: To hold according to the tenour of the ſame Indenture; and further to do and execute all & every ſuch further thing, and other act whatſoever, as ſhall be needfull to be done and performed in that behalf, in as large, ample and effectual manner as we our ſelves might or could do, if we were perſonally preſent. *In witneſs, &c.*

The Letter of Atturney.

A Condition to pay money within fourteen dayes after, if the Parties bound in an Obligation, pay it not at the day.

THe Condition of this Obligation is such, That whereas W. H. and R. B. by their Obligation or writing obligatory, bearing date, &c. are and stand joyntly and severally bounden unto the within named I. L. in the sum of &c. with condition endorsed, for the true payment of &c. on the &c. as by the same Obligation with condition endorsed, at large appeareth; Now if the said W. H. and R. B. their Executors, Administrators and Assigns, shall make default in payment of the said sum of &c. on the said &c. in which the same ought to be paid, as aforesaid; then if the within bounden I. L. his Heirs, Executors, Administrators and Assigns, or any of them, do within fourteen days next and immediately ensuing the said &c. well and truly pay, or cause to be paid unto the said I. L. his Executors or Assigns, the sum of &c. or so much thereof as shall be behind and unpaid in or upon the said &c. at or in &c. without fraud or coven, that then this present Obligation.

An Assignment of a Lease of partition, wherein three are joint Lessors to a third person.

THis Indenture made &c. between H. P. of &c. of the one part, and W. C. of &c. on the other part, *witnesseth*, That whereas G. M. of &c. and E. his wife, H. B. &c. and H. his wife, and T. P. &c. and M. his wife, in and by their three several Indentures of Lease, bearing equal date the &c. for the several *Recital.*

conſiderations therein mentioned, did demiſe, grant, and to farm let unto the ſaid H. P. all that their ſaid three ſeveral third parts, in three parts to be divided, of all that their Meſſuage or Tenement, ſituate lying, and being in &c. then, or late in the tenure or occupation of one R. G. or of his Aſſignee or Aſſignees, with all Shops, Cellars, Sollers, Chambers, Rooms, Lights, Eaſements, Buildings and Commodities thereunto belonging, with their appurtenances, together with all their three ſeveral Third parts, in three parts to be divided, of and in ſuch goods, wainſcot, Implements of houſhould, neceſſaries, and things as were ſpecified and contained in three ſeveral Schedules or Inventories indented, and to the ſame Indentures annexed, *To have and to hold*, all their ſaid three ſeveral Third parts, in three parts to be divided of and in the ſaid Meſſuage or Tenement, and all and ſingular the ſaid other demiſed premiſes, with the appurtenances, and every part and parcel thereof, unto the ſaid H. P. his Executors, Adminiſtrators and Aſſigns, from the Feaſt day of &c. then next coming after the date of the ſaid ſeverall Indentures of Leaſe, unto the end and term of &c. from thence next enſuing, and fully to be compleat and ended, yielding and paying therefore yearly during the ſaid term of &c. unto the ſaid G. M. and E. his wife, and to the heirs and aſſigns of the ſaid E. &c. and to the ſaid H. B. and H. his wife, and the heirs and Aſſigns of the ſaid H. &c. and to the ſaid T. P. and M. his wife, and to the Heirs and Aſſignes of the ſaid M. &c. at four of the moſt uſual Feaſts in the year, (that is to ſay) at the Feaſts of &c. by even and equal portions, as in and by the ſaid three ſeverall Indentures of Leaſe, amongſt divers other Covenants, Grants, Articles, Agreements, and things therein contained, more

Habend.

more fully and at large it doth and may appear, Now this Indenture further witneſſeth, that he the ſaid H. P. for and in conſideration of the ſumme &c. to him in hand paid, by the ſaid W. C. before the enſealing and delivery of theſe preſents, whereof he the ſaid H. P. doth acknowledge the Recept thereof, and of every part and parcel thereof, doth clearly acquit and diſcharge the ſaid W. C. his executors, adminiſtrators and aſſigns, and every of them for ever by theſe preſents, Hath granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth clearly and abſolutely grant, bargain, ſell, aſſign, and ſet over unto the ſaid W. C. his Executors, Adminiſtrators, and Aſſigns, as well the ſaid Meſſuage or Tenement, and all other the ſaid premiſſes, with the appurtenances, and every part and parcell thereof, as alſo all the Eſtate, Right, Title, Intereſt, Term of years to come, Poſſeſſion, Claim, and Demand whatſoever, which he the ſaid H. P. now hath, may, might, ſhould, or in any wiſe ought to have, of, in, or to the ſaid Meſſuage or Tenement and premiſſes, or of, in, or to any part or parcell thereof, by force and vertue of the ſaid three ſeverall recited Indentures of Leaſe, or any, or either of them, or otherwiſe howſoever, together with the ſaid three ſeverall Indentures of Leaſe:

To have and to hold, the ſaid Meſſuage or Tenement, the ſaid ſeverall Indentures of Leaſe, Eſtate, Right, Title, Intereſt, and all and ſingular other the premiſſes before by theſe preſents bargained, and ſold, or mentioned, or intended to be hereby bargained, ſold, aſſigned and ſet over, and every part and parcell thereof, unto the ſaid W. C. his Executors, Adminiſtrators or Aſſignes, for and during all the reſidue yet to come and unexpired of the ſaid term of &c. in the ſame Indentures *Habend.*

of Leaſe granted, in as large and ample manner and form to all intents and purpoſes, as he the ſaid H. P. now hath, may, might, or in any wiſe ought to have and enjoy the ſame, by force of the ſame Indentures of Leaſe aforeſaid, or otherwiſe howſoever. And the ſaid H. P. doth covenant, promiſe and grant, for himſelf, his Executors, Adminiſtrators & Aſſigns, and for every of them, to and with the ſaid W. C. his executors, adminiſtrators & aſſigns, by theſe preſents in form following (That is to ſay) that he the ſaid W. C. his executors, adminiſtrators and aſſigns, and every of them, under the rents, covenants, proviſoes and agreements, in the ſaid ſeverall recited or mentioned Indentures of Leaſe contained, ſhall and may, for and during all the reſt and reſidue now to come and unexpired of the ſaid term, in the ſaid ſeverall Indentures of Leaſe granted, lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy all the ſaid Meſſuage or Tenement, and all other the premiſſes, with the appurtenances, and every part and parcell thereof, without the let, trouble, interruption, moleſtation, or contradiction of him the ſaid H. P. his Executors, Adminiſtrators or Aſſignes, or any other perſon or perſons whatſoever, claiming from, by, or under him the ſaid H. P. his Executors or Aſſigns, diſcharged alſo of, and from all and all manner of former and other bargains, ſales, grants, ſurrendors, forfeitures, re-entries, cauſe and cauſes of forfeiture and re-entry, rents, arrerages of rents, charges, titles, troubles, and incumbrances whatſoever, had, made, committed, ſuffered or done, or to be had, made, committed, ſuffered or done by the ſaid H. P. his Executors, Adminiſtrators, or Aſsignes; or any of them or by any other perſon or perſons whatſoever, claiming from, by, or under him, them, or any of them, or by his, their, or any of their means, act, title,

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consent or procurement, the rents, Covenants, conditions and agreements, in the said several recited or mentioned Indentures of Leaſe contained, which from henceforth on the Tenants part and behalf are, or ought to be paid, performed and kept, only excepted, and alwayes foreprized. In witneſſe, &c.

A Condition to pay a ſum of Money to Children at their ſeveral ages, according to the will by which it was given. The Bond made to the Executor.

THe Condition of this Obligation is ſuch, that whereas the within named A. B. by his laſt Will and Teſtament bearing date &c. did amongſt other Legacies and Bequeſts, give and bequeath to the Children of his late Brother G. B. deceaſed, to every one of them that ſhould be living at the time of his Death, to be delivered unto them by equal portions, at their ſeveral ages of one and twenty years, Forty pound a piece, and to G. B. by name, one of his ſaid Brothers Children, the ſumme of forty pounds over and beſides the ſaid forty pounds formerly to him given as aforeſaid; And did ordain that the ſaid ſeveral ſums ſo bequeathed to his ſaid Brothers Children, ſhould be delivered to their Mother, his Siſter-in-law, for the uſe and behoof of the ſaid Children, ſhe putting in ſufficient ſecurity to his Executors for the payment of the ſaid ſummes at their ſeveral ages above mentioned, as by the ſaid laſt Will and Teſtament of the ſaid A. B. may appear, the within named M. E. and G. H. Executors of the ſaid laſt Will and Teſtament of the ſaid A. B. have now paid and delivered unto the within bounden E. W. the Mother of the ſaid Children the ſum of &c.

for the ſeverall Legacies of ſuch of the ſame Children as are yet under the age of one and twenty years (that is to ſay) fourſcore pounds for the uſe of the above named G. B. according to the Bequeſt thereof to him made as aforeſaid, Forty pounds more, for the uſe of E. B. Forty pounds more for F. B. and Forty pounds more for A. B. All Children of the ſaid G. B. Deceaſed, to be paid unto them at their ſeveral Ages, as aboveſaid; if therefore the above bounden E. B. his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid unto every of the ſaid Children before named reſpectively (*viz.*) to G. B. E. B. F. B. and A. B. their ſaid ſeveral ſums or Legacies above-mentioned, at every of their ſeveral reſpective ages of twenty one years, according to the effect and true meaning of the ſaid Will, without fraud or coven, That then &c.

A Condition for payment of Money to a Child when he comes to age, and in the mean time to find it, and bring it up.

THe Condition &c. That if the within bounden T. C. his Heirs, Executors &c. do well and truly deliver and pay; or cauſe to be delivered and paid, unto T. M. Son of I. M. late of &c. the ſum of &c. within one month next after that the ſaid T. ſhall attain and come to his full age of twenty one years; And alſo carefully and honeſtly, according to his calling and degree, keep, educate, and bring up the ſaid T. during his non-age, with neceſſary and convenient meat, drink, lodging, learning, and apparel; and if the ſaid T. M. ſhall happen to die & depart this life, before he ſhall attain, his ſaid age of one and twenty years, Then if the ſaid T. C. his Exe-

Executors &c. doe within one year next after the deceaſe of the ſaid T. M. pay, or cauſe to be paid unto the within named, &c. his Executors or Aſſigns, to the uſe of the Children of the ſaid T. M. which ſhall be then living, the ſaid ſum of &c. to be equally diſtributed and divided amongſt them, That then &c.

An Aſſignment of a wharf, ſtock of wood, Coals, Lighters, &c. with a general releaſe, and covenants for peaceable enjoying, &c.

THis Indenture made the &c. Between I. G. of &c. Wood-monger of one part, and I. C. of &c. in the ſame Pariſh & County Wood-monger of the other part, *witneſſeth*, that whereas the ſaid I. G. being on the ſixth day of *Auguſt*, *Anno Dom.* 1637. and in the 13th year of his ſaid Majeſties reign that now is, lawfully poſſeſſed for divers years then to come of and in one Wharf in *Milford* Lane in the Pariſh of &c. and of a certain ſtock of Wood and Coals thereupon, and in the Lighters at the ſaid Wharf, Namely of 124 Chaldron of Coales valued at an hundred and two pounds, two ſhil. and nine pence, forty thouſand of Oaken Billets, at &c. Six Horſes, ſix Carts, with their furniture, Coal-ſacks, Lighters, Planks, Coal-meaſures, and new and old wheels about the yard, valued at &c. All which did amount in the whole to the ſum of three hundred two pounds, five ſhillings and nine pence; And did commit unto him the ſaid I. C. the uſe, occupation and mannaging of the ſaid ſtock of Wood and Coals, and of the ſum of one hundred ninety ſeven pounds fourteen ſhillings and three pence of lawfull money of *England* to be laid out in buying of wood and coals to make up the whole ſtock five hundred and two pounds, to be uſed, managed,

imployed and ſupplyed from time to time by him the ſaid I. C. at the ſaid Wharf for the term of ſeven years then next enſuing, if the ſaid I. and L. ſhould ſo long live, upon ſuch conditions, covenants and agreements, and in ſuch ſort as were mentioned, expreſſed and contained in certain Articles of agreement indented, bearing date the ſixteenth day of Auguſt 1637. in the ſaid thirteenth year of his ſaid Majeſties Reign, made between the ſaid I. G. of the one part, and the ſaid I. C. of the other part, as in and by the ſaid Articles at large it doth and may appear; and whereas it is agreed, that the Agreement in the ſaid Articles ſhall ceaſe and be determined, and that the ſaid I. C. ſhall have, hold, retain and keep the ſaid ſtock of goods and money to his own uſe, in conſideration of the ſumme of &c. of lawfull money of *England*, agreed to be ſecured to be paid by the ſaid I C. to the ſaid I. G. at certain dayes agreed upon. Now this Indenture therefore Witneſſeth, That the ſaid I. G. for the conſideration aforeſaid, Hath granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely grant, bargain, ſell, aſſign and ſet over, unto the ſaid I. C. all the ſaid ſtock of goods and money before mentioned, formerly delivered into the hands of the ſaid I. C. as aforeſaid; and doth alſo remiſe, releaſe, and for ever quit-claim unto the ſaid I. C. all actions, accompts; claims and demands whatſoever, touching or concerning the ſame ſtock of goods and money, or any part thereof; *To have and to hold* the ſaid ſtock of Wood, Coals, Money, and other things before mentioned, and every part of them unto the ſaid I. C. his Executors, Adminiſtrarors and Aſſignes, to his and their own proper uſe and behoof, and as his and their own proper Goods and Chattels for ever. And the ſaid I. G. for himſelf his Executors and Ad-

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miniſtrators, and for every of them, doth covenant, promiſe and grant, to and with the ſaid I. C. his Exetors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, that he the ſaid I. C. his Executors, Adminiſtrators and Aſſignes, ſhall and may from henceforth for ever, peaceably and quietly have, hold and enjoy the ſaid ſtock of goods and money, and the ſame and every part thereof, to diſpoſe and convert to his and their own proper uſe and behoof, without the let, ſute, trouble, claim or diſturbance of him the ſaid I. G. his Executors, Adminiſtrators or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, claiming by, from or under him, them or any of them, or by, or under, or by reaſon of his, their or any of their act or acts, right, title, intereſt, means or procurement, &c. In witneſſe &c.

An Aſsignment of a Leaſe of a Meſſuage, divers plats of Ground, with Buttals and Boundals, ſeveral Covenants &c. with an Exception.

THis Indenture made the &c. day of &c. *Anno Domini*, 1632 and the eighth year of the Reign of our Soveraign Lord King *Charles* &c. Between S. A. of &c. Gentleman of the one part, and F. L. of &c. Eſquire, of the other part. Whereas Sir *John T.* late of &c. Knight and Baronet deceaſed, and the late right honourable N. Lord *Tufton*, and Earl of *Thanet*, by the name of Sir T. N. Knight Son and Heir apparent of the ſaid Sir *John T.* now alſo deceaſed, by their Indenture bearing date the thirtieth day of *May*, in the fifteenth year of the reign of our ſaid Soveraign Lord King *Charls* over *England*, &c. for the conſideration therein expreſſed, did demiſe, grant and to farm-let unto E. W. of &c. his Executors and Aſsigns all that the Meſſuage or Tene-

ment

ment, ſhed and plat of ground, ſituate, lying and being in *Chick-lane*, &c. containing by eſtimation one hundred foot in length, from the North to the South, and in bredth fourty one foot, from the Eaſt to the Weſt: the Meſſuage or Tenement then in the Tenure of I. W. lying on the Eaſt ſide thereof, and the ſaid *Chick-lane* on the North ſide thereof, And the Meſſuage or Tenement then in the tenure of one R. S. on the Weſt and South ſides thereof: And alſo their pare of one Meſſuage or Tenement, or ſhed, and parcel of ground lying and being in *Chick-lane* aforeſaid, containing by eſtimation four-ſcore and twelve foot in length, and in bredth eighteen foot, The Meſſuage or Tenement then in the tenure or occupation of one A. B. on the weſt ſide of thereof, the ſaid *Chick-lane* on the North ſide thereof; and the Meſſuage or Tenement then in the tenure or occupation of one H. S. on the South ſide thereof, and then or late before in the tenure or occupation of the ſaid A. B. his Aſſignee or Aſſignees, and all and ſingular the Meſſuages, Tenements, Houſes, Edifices, Buildings, Rooms, Shops, Cellars, Sollers, and void ground unto the ſaid Meſſuages or Tenements, ſhed and plats of grounds before mentioned to be demiſed, belonging, or in any wiſe appertaining, *To have and to hold* to the ſaid *Edmund Waight*, his Executors, Adminiſtrators and Aſſignes, from the Feaſt of the Annunciation of the bleſſed Lady S. *Mary* the Virgin laſt paſt, before the date thereof, unto the full end and term of thiry and one years from thence next enſuing, and fully to be compleat and ended: *Yeelding* and paying therefore yearly during the ſaid Term, unto the ſaid Sir *I. T.* yearly, during his life and after his deceaſe, to the ſaid right honourable N. Lord T. and Earl of *Thanet*, his Heirs and Aſſigns, the full ſum of eight pounds of lawfull money of *England*,

at

at two of the moſt uſuall Feaſts or Terms in the year; That is to ſay, at the Feaſts of St. *Michael* the Arch-angel; and the Annuntiation of the bleſſed Lady the Virgin *Mary* by equall portions, as by the ſame Indenture more plainly may appear. And whereas by certain other Indentures bearing date the ſaid thirtieth day of *May*, made between the ſaid Sir *John* T. and the ſaid N. Lord T. and Earl of *Thanet*, by the name of Sir N. T. Knight, on the one part, and the ſaid E. W. on the other part, It is coveuanted, conditioned and agreed by and between all the ſaid parties: And the ſaid E. W. for himſelf, his Executors Adminiſtrators and Aſſigns, did covenant, promiſe and grant to and with the ſaid Sir I. T. and the ſaid N. Lord T. and Earl of T. their Heirs and Aſſigns, by the ſaid laſt mentioned Indenture, That the ſaid E. W. his Executors Adminiſtrators and Aſſigns ſhould well and truly, yearly, during the ſaid Term of one and twenty years, pay or cauſe to be paid to the ſaid Sir I. T. during his naturall life, and after his deceaſe, to the ſaid N. Lord T. and Earl of T. his Heirs and Aſſigns, the full ſum of twenty three pounds of lawfull money &c. for and in the name of a fine or income for the ſaid Leaſe, at the two Feaſts aforeſaid, by equal portions. And whereas alſo the ſaid Sir I. T. and the ſaid N. Lord T. and Earl of T. by the name of N. T. Knight, have by their Indenture, bearing date the ſaid &c. day of *May*, for the conſideration therein mentioned, demiſed, granted, and to farm-let unto I. W. of &c. all that their Meſſuage or Tenement, ſituate, lying and being in *Chick-lane* aforeſaid, late in the tenure or occupation of one *Agnes* W. and her Aſſignee or Aſſignes, containing by eſtimation from the Eaſt to the Weſt, thirty foot in bredth, and in length from the North to the South, threeſcore foot; The Tenement then in the occupa-

tion

tion of the ſaid I. W. lying on the eaſt ſide thereof; the Tenement then of *Ralph* F. Gentleman, on the Weſt-ſide thereof: the Tenements then in the tenure or occupation of the ſaid *Ralph* F. on the South-ſide thereof: and alſo all the Tenement, ſhed or piece of ground lying and being in *Chick-lane* aforeſaid, containing by eſtimation one hundred and twenty foot of Aſſize in length, and twenty eight foot in bredth, then or late before in the tenure or occupation of the ſaid I. W. or his Aſſignee or Aſſignees: The Tenement then in the tenure or occupation of one I. C. lying on the Eaſt-ſide thereof; and the Tenement then in the tenure of one I. W. on the Weſt-ſide thereof; and the Tenement belonging to St *Martins Organs*, on the South-ſide thereof: And alſo one other little piece or parcel of ground, ſituate, lying and being near *Chick-lane* aforeſaid, &c. containing by eſtimation in length, nineteen foot, from the Eaſt to the Weſt, and in bredth, from the North to the South, ſixteen foot, late in the tenure or occupation of R. B. or of his Aſſignee or Aſſignees the Tenement then in the occupation of the ſaid I. W. on the Eaſt-ſide thereof; and the Tenement then in the tenure of the ſaid *Ralph* F. on the Weſt ſide thereof, the Tenement then in the tenure of R. S. and E. W. on the North-ſide thereof; and the Tenement then in the tenure of the ſaid R. F, on the South-ſide thereof; and alſo all & ſingular Houſes, Edifices, Buildings, Stables, & Back-ſides, Back houſes Shops, Cellers, Sollers, &c. unto the ſaid Meſſuage, and ſeverall plats of ground before demiſed, then belonging or appertaining, or to or with the ſaid demiſed premiſſes then held, uſed, occupied or enjoyed, as part, parcell or member of them, or either of them, *To have and to hold* all and ſingular the ſaid demiſed premiſſes, with th' appurtenances, to the ſaid I. W

his

his executors, administrators, and assigns, from the Feast of the Annunciatiation of our blessed Lady the Virgin *Mary*, then last past before the date of the said last recited Indenture, unto the full end and term of thirty and one years from thence next ensuing, and fully to be complete and ended: *Yielding* and paying therefore yearly, during the said Term unto the said *Sir* I. T. during his life; and after his decease, to the said right Honourable N. Lord T. and Earl of T. and his Heirs and Assigns, the full sum of six pounds of lawfull money of *England*, at the two Feasts aforesaid, by even and equall portions. And whereas by certain other Indentures bearing date the said thirtieth day of *May*, made between the said Sir I. T. & the said N. Lord T. Earl of T. of the one party; and the said *I.* W. of the other part: It is covenanted, concluded, condescended and agreed by and between all the said parties: And the said I. W. for himself, his Executors, Administrators and Assigns, did covenant, promise and grant to and with the said Sir I. T. and the said N. Lord T. Earl of T. their Heirs and Assigns, That the said I. W. his Executors, Administrators and Assigns, should well and truly, yearly, during the said Term of thirty and one years, pay or cause to be paid to the said Sir *John T.* during his natural life, and after his decease, to the said N. Lord T. Earl of T. his heirs and assigns, the full sum of seventeen pounds of lawfull money of *England*, for and in the name of a fine or income for the said Leases, at the two Feasts aforesaid, by even and equall portions, as by the same several Leases, relation being unto them had, more at large it doth and may appear: Which said several Leases, Estates, and *Interests* of the said E. W. and I. W. of, in and to all and singular the aforesaid premisses, in and by the aforesaid several Indentures of Lease demised, granted and con-

contained, as aforeſaid, were by mean conveyances, and ſufficient aſſurances, in the Law, conveyed to *John Witherings* Eſquire: And the ſaid I. W. by deed indented under his hand and ſeal, bearing date the &c. of &c. 5 *Car.* hath conveyed his Eſtate, Intereſt and term of years in the ſaid premiſſes, unto the ſaid S. for, during and until all the reſidue of the time then to come and unexpired of the ſaid ſeveral Indentures of Leaſe granted be fully complete and ended, as by the ſame conveyances and aſſurances, relation being thereunto had, it doth and may appear. Now this Indenture witneſſeth, That the ſaid S. H. for and in conſideration of the ſumme of three hundred and thirty pounds, &c. to him and his, at and before the enſealing and delivery of theſe preſents by the ſaid F. H. well and truly paid, whereof the ſaid S. H. doth acknowledge the receipt, and thereof, and of every part and parcel thereof, doth hereby for ever acquit and diſcharge the ſaid F. H. his executors and aſſigns, and every of them, Hath granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents, doth fully, clearly and abſolutely grant, bargain, ſell, aſſign and ſet over unto the ſaid F. H. and M. his Wife, all and ſingular the ſaid premiſſes above-mentioned, to be by the aforeſaid Indentures, or any of them, demiſed, letten or granted, or mentioned, meant or intended to be in and by the ſame demiſed, letten or granted, with their and every of their appurtenances: And all the Meſſuages, Houſes, Edifices and Buildings now ſtanding, erected and built; and all the ſaid Original Indentures of Demiſe, and all mean conveyances and Aſſignments thereof, and of every part thereof, and all the time and term of years yet to come, and unexpired, granted, mentioned or intended to be granted in or by the ſaid Indentures or any of them, and all the eſtate,

intereſt, right, title, term and terms of years, claim and demand whatſoever, which he the ſaid S. H. now hath yet to come and unexpired, of and in the ſaid demiſed premiſes, or any of them; *To have and to hold* all and ſingular the ſaid demiſed premiſes by theſe preſents mentioned or intended to be granted, aſſign'd or conveyed; and all the ſaid Original Indentures of demiſe, and all mean conveyances and aſſignements thereof, and all the tern of years yet to come and unexpired, of and in the ſaid demiſed premiſes, or any of them, unto the ſaid F. H. & M. his wife, their executors, adminiſtrators and aſſigns, immediatly from and after the making hereof, for and during all the reſidue of the ſaid ſeveral terms of &c. years therein yet to come and unexpired. And the ſaid S. H. for himſelf, his executors and adminiſtrators, and for every of them doth covenant, promiſe and grant to and with the ſaid F. H. his executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents, That he the ſaid S. H. hath not before the day of the date hereof, made, done or committed any act or acts, thing or things, Grant, Leaſe, Eſtate, or Incumbrance whatſoever; whereby, or by reaſon whereof the ſaid Leaſes, Eſtates and premiſſes before herein aſſigned and ſet over, or any part or parcel thereof, are or ſhall be fruſtrated, avoided diſturbed, or incumbred: Except one Leaſe made by the ſaid F. H. and S. H. unto R. H. of a Meſſuage or Tenement, with the appurtenances, parcel of the premiſes aforeſaid, now or late in the occupation of I. S. by Indenture dated &c. now laſt paſt for the term of ſixteen years, commencing from the Feaſt &c. at the yearly rent of a Pepper Corn; and except certain Leaſes in the ſaid Deed from the ſaid I. W. mentioned to be excepted ſeverally and reſpectively of ſeveral parts and parcels of the ſaid premiſſes,

before

before the ſaid S. had any eſtate in the premiſes, or any part thereof by E. W. to G. W. H. G. and T. K. &c. Upon which Leaſes divers ſeveral Rents are reſpectively reſerved amounting in the whole to the ſum of ſixty-one pounds yearly, or thereabouts: All which Rents ſhall or may be hereafter payable to the ſaid F. H. and M. his Wife, their Executors and Aſſigns, and except all other Leaſes and Eſtates mentioned and excepted in the ſaid Deed, from the ſaid I. W. &c. In witneſſe, &c.

An Aſſignment of a Leaſe, reciting divers Leaſes, with ſeveral Covenants.

THis Indenture made, &c. *Anno Domini* 1633. Between M. F. of &c. and H. E. of &c. of the one part: and I. W. of &c. and R. H. of &c. of the other part. Whereas the Wardens and Commonalty of the Myſtery of Mercers of the City of *London*, by their Indenture of Leaſe under their Common Seal, bearing date the &c. day of &c. 1614 in the twelfth year of King *James* &c, for the conſideration therein expreſſed, did demiſe, grant, bargain and to farm-let unto the right honourable T. late Earl of *Exeter*, deceaſed, that all their Cloſe or parcel of Paſture-ground, called or know by the name of &c. containing by eſtimation ten acres, be it more or leſſe, ſituate, lying and being in &c. which Cloſe abutteth upon the Weſt, &c. on the Eaſt upon another Lane, then or ſometimes called *Stroud-lane*, leading from the &c. towards the South, upon a plat called or known by the name of the *Covent Garden*; and towards the North, upon certain lands called the &c. and a Garden Plat, ſometime in the tenure of W. R. or his Aſſigns: which ſaid Cloſe called O. was ſometime in the tenure of Sir T. C. deceaſed, Father of the

the ſaid Earl, or of his Aſſignes, To have and to hold to the ſaid Earl of *Exeter*, his Executors, Adminiſtrators and Aſſignes, the ſaid demiſed Cloſe or parcel of paſture ground, from the feaſt day of &c. laſt paſt, before the date of the ſame Indenture, unto the full end and term of thirty years from thence next enſuing, and fully to be compleat and ended, at and for the yearly rent of ten pounds payable; as in and by the ſame Indenture of Leaſe more at large it doth and may appear. By force whereof the ſaid T. Earl of *Exeter* entred into the ſaid premiſſes, and was thereof lawfully poſſeſſed accordingly. And whereas the the ſaid T. Earl of E. (being of the premiſſes ſo poſſeſſed, as aforeſaid) by this Indenture bearing date the nine and twentieth day of *October*, 1615. and in the &c. year of the ſaid Majeſties reign, for the conſideration therein expreſſed, did grant, aſſign and ſet over all his eſtate and intereſt in the premiſſes, unto Sir W. S. of &c. Knight, his Executors and Aſſignes: as by the ſame Indenture of Leaſe more at large appeareth, And whereas alſo the ſaid Sir W. B. by this Indenture of Leaſe bearing date the fifteenth day of *February*, *Anno Domini*, 1625. and in the &c. year of his ſaid late Majeſties Reign, for the conſideration therein expreſſed, did demiſe, grant and to farm-let unto C. *Cundal* of &c. All that piece of ground, parcell of the ſaid Cloſe or Paſture, calſed and known by the name of E. *alias*, &c. containing in bredth throughout the whole length, twenty foot of Aſſize &c. or thereabouts, adjoining to &c. Together with free ingreſſe, egreſſe, regreſſe, way and paſſage to and for the ſaid C. his Executors and Adminiſtrators and to and for his and their Friends, Servants and Aſſignes, with Horſes, Carts, and Carriages, or without at their wills and pleaſures, in and from the ſaid demiſed premiſſes, at all fit and convenient times, in, by

and through the ſaid wayes ſet forth, or hereafter to be ſet forth by the ſaid Sir W. S. his Executors, Adminiſtrators or Aſsigns, in or upon the ſame Cloſe, To have and to hold the ſaid parcel of ground, and other the before demiſed premiſſes, with the appurtenances, to the ſaid C. *Cundall*, his Executors, Adminiſtrators, and Aſsigns, from &c. next enſuing the date of the ſame Indenture, unto the full end and term of twenty and eight years from thence next enſuing, and fully to be complete and ended. Yielding and paying therefore yearly, during the ſaid term of eight and twenty years, unto the aforeſaid Sir W. S. his Executors, Adminiſtrators and Aſsigns, the ſum of Four hundred pounds of &c. at the Feaſts of &c. as in and by the ſame Indenture of Leaſe, amongſt divers other Covenants, Grants, Articles, and Agreements therein contained, more at large alſo it doth and may appear. By force whereof the ſaid C. *Cundall* entred into the ſaid parcell of ground with the appurtenances, and was thereof lawfully poſſeſſed accordingly. The eſtate and intereſt of which ſaid C. *Cundall*, of, in, and to the ſame premiſſes, did afterwards lawfully come to the hands and poſſeſsion of the ſaid I. W. And the ſaid I. W. did erect and ſet up certain Tenements, Sheds and Edifices, in and upon the ſame parcel of ground ſo demiſed, to the ſaid C. *Cundall*, as aforeſaid. And whereas alſo the ſaid Sir W. S. by his Indenture bearing date the &c. laſt paſt, for the conſideration therein expreſſed, did grant, bargain, ſell, aſsign and ſet over all his eſtate, right, title, intereſt, reverſion, claim and demand, of into and out of the ſaid Cloſe or parcell of Paſture-ground, called *Elins field*, *alias*, *Long Acre*, with the appurtenances, unto the ſaid H. E. his Executors and Aſsignes, for and during all the reſt and reſidue of the aforeſaid term of thirty years then to come and unexpired, as

in

in and by the ſame Indenture, relation being thereunto had, more at large it doth and may appear. Which aſſignment to the ſaid H. E. was in truſt for the uſe and behoof of the ſaid M. F. his Executors, Adminiſtrators, or Aſſigns. Now this Indenture witneſſeth, that the ſaid M. F. and H. B. for and in conſideration of the ſum of &c. to the ſaid M. F. by the ſaid I. W. at, and before the enſealing and delivery of theſe preſents, well and truely paid, the receipt whereof the ſaid M. F. doth hereby acknowledge, and therof, and of every part and parcell thereof, doth clearly acquit, exonerate and diſcharge the ſaid I. W. his Executors Adminiſtrators and Aſſigns, and every of them; have granted, bargained, aliened, ſold, aſſigned and ſet over, and by theſe preſents doth clearly and abſolutely grant, bargain, ſell, aſſign and ſet over unto the ſaid R. H. by and with the conſent and direction of the ſaid I. W. all that and every of their reverſion or reverſions, of and in the ſaid parcell of ground, demiſed by the ſaid Sir W. S. to the ſaid C. *Cundall*, as aforeſaid, and of and in all Houſes, Edifices, and buildings, erected, ſtanding or being; in or upon the ſame parcell of ground, or any part thereof, and the ſaid yearly rent of four pounds reſerved due and payable for the ſame premiſſes, and all other rents, iſſues, and profits of the ſaid premiſes, and alſo all the eſtate, right, title, intereſt, property, reverſion, claim and demand whatſoever, which they the ſaid M. F. and H. E. or either of them, now have or hath, or may, might, or ought to have, claim and demand of, into, or out of the ſaid parcell of Ground, Houſes, Edifices and Buildings aforeſaid, or any of them; or of, into, or out of any part or parcell thereof: Together alſo with the Counterpart of the ſaid Leaſe, made by the ſaid Sir W. S. to the ſaid C. *Cundall*, as aforeſaid, To have and to hold the ſaid parcel of

Ground, Houſes, Edifices, Buildings, Reverſion, Rents, and all other the premiſes before in and by theſe preſents granted, bargained, ſold, aſſigned or ſet over, and every part and parcel thereof, with their and every of their appurtenances, unto the ſaid R.H. his Executors, Adminiſtrators and Aſſigns, from henceforth, for & during all the reſt and reſidue of the foreſaid 30 years yet to come and unexpired. And the ſaid M. F. for himſelf his Executors and Adminiſtrators, and for every of them doth covenant, promiſe and grant, to and with the ſaid R.H. his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents in manner and form following; that is to ſay, that it ſhall and may be lawfull to and for the ſaid R. H. his Executors, Adminiſtrators and Aſſigns, and every of them from time to time and at all times hereafter, for and during the reſt and reſidue of the ſaid term of 30 years yet to come and unexpir'd, peaceably and quietly to have, hold, uſe, occupy, poſſeſſe and enjoy the ſaid parcel of Ground, Houſes, Edifices and Buildings, And the rents, iſſues, and profits thereof, ſhall or may have, receive, take and convert to his and their own proper uſe and behoof, without the lawfull let, ſute, trouble, eviction, diſturbance or interruption of them the ſaid M. F. or H. R. or any of them, their or any of their Executors, Adminiſtrators or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, lawfuly having or claiming or which ſhall lawfully have or claim any lawfull eſtate, right, title or intereſt of, in, to, or out of the ſaid premiſes, or any part thereof, by from or under them or either of them, or by reaſon of their act or acts, right, title, means or procurement, other than ſuch as ſhall claim by force of the ſaid Leaſe made to the ſaid C. *Cundal*, and alſo free and clear, and freely and clearly acquitted, exonerated and diſcharged by the ſaid M.F.

his

his Executors or Administrators, or some or one of them from time to time, and at all times during the residue of the said term of 30 years, yet to come and unexpired, and well and sufficiently saved and kept harmless, of, for, from, touching and concerning the said yearly rent of ten pounds, reserved upon the said original Lease, and by and from the said Wardens and Communalty of the Mysterie of Mercers, to the said Earl of *Exeter*, as aforesaid, as also free of all incumbrances, had, made, committed, suffered or done by them the said M. F. and H. E. and either of them, their Executors, or Administrators, or any of them, by their or any of their act or acts, default, means or procurement. And the said H. E. for himself, his Executors, Administrators and Assigns doth covenant and grant, to and with the said, &c. his Executors, &c. and to and with every of them by these presents, That it shall and may be lawfull to and for the said R. H. his Executors, Administrators and Assigns, and every of them, from time to time, and at all times hereafter, for and during the rest and residue of the said term of 30 years yet to come and unexpired, peacably and quietly to have, hold, use, occupy, possess and enjoy the said parcel of Ground, Houses, Edifices, Buildings, Rents, Reversions, and all other the Premisses before, in and by these presents granted, bargained, sold, assigned and set over, and every part and parcel thereof, with their and every of their appurtenances, without the let, sute trouble, eviction, disturbance or interruption of him the said H. E. his Executors, Administrators or Assignes, or any of them, or any other person or persons whatsoever, lawfully claiming, or which shall or may lawfully claim, by, from or under him, them or any of them; or by, from or under, or by reason of his, their or any of their act or acts, right, title, interest, means or procurement. In witnesse, &c.

A Leaſe of divers Lands &c. with a covenant to pay Heriots upon Deaths &c. with many other ſubſtantiall covenants.

THis Indenture made the &c. Between Sir H. *Oniel*, of &c. Knight of the one part, and G. R. of &c. Gentleman of the other part, Witneſſeth, That the ſaid Sir H. *Oniel*, as well for and in conſideration of a certain ſum of money to him in hand paid, as alſo for divers other good cauſes and conſiderations him thereunto moving, Hath demiſed, granted, bargained, ſold, and to farm-letten, and by theſe preſents doth demiſe, grant, bargain, ſell, and to farm-let, unto the ſaid G. R. all thoſe four Towns or Town-lands, commonly called or known, or reputed to be known by the ſeverall names of *Caſhull* K. E. F. &c. ſituate and being within the Manour &c. in the County of &c. according as the ſame are bounden, meered or butted by and with the ancient meers and bounds thereof, and as the ſaid Towns or Town-ſhips, and every or any of them have been enjoyed by the ſaid Sir H. *Oniell*, or any other his Farmours, Leſſees, or Under-tenants, and now, or late in the reſpective tenures, poſſeſſion or occupations of the ſaid Sir H. *Oniel*, or his Under-tenants, Farmours, Leſſees or Aſſignes of him the ſaid H. O. Together withall and all manner of Houſes, Edifices, Buildings, Orchards, Gardens, Yards, Lands, Meadows, Paſtures, Ways, Waters, Water-courſes, Commons, Profits, Eaſments, Commodities, Emoluments and Hereditaments whatſoever, to the ſaid four Towns, or Town-lands, them or any of them belonging, or in any wiſe appertaining, or with them or any of them, uſed, occupyed, or enjoyed: And all rents, and yearly profits, and other duties and ſervices

ces reſerved or payable upon or by reaſon of any Leaſe or Leaſes, Demiſes, or Grants heretofore to any perſon or perſons, covenanted or made of the premiſſes, or any part or parcel thereof, and the Reverſion and Reverſions of the ſaid four Townes or Town-lands, and every of them, and of all and every the before demiſed Premiſſes, depending or expectant, or remaining upon any Demiſes, Leaſes, or Grants now in being, or at any time pretended to be, of the ſaid Premiſes, or any part thereof, for term of life or lives, or for term of years, or otherwiſe howſoever. Except and alwaies reſerved out of this preſent Demiſe and Grant of the ſaid demiſed premiſſes, unto the ſaid Sir H. *Oniel*, his Heirs, and Aſſignes, all Timber-trees, Woods, and Under-woods, now growing, ſtanding or being, or hereafter to grow, ſtand or to be in or upon the ſaid Townes, or Town-lands, or in or upon any part or parcel thereof: Together with all Felons Goods, Waifs, Eſtraies, Mines, Minerals, Privileges, Royalties, and Franchiſes whatſoever, to the ſaid Towns, or Town-lands, or any of them belonging or in any wiſe appertaining; and together alſo with free ingreſſe, egreſſe, and regreſſe, for taking, having, digging, receiving, ſelling, rooting and carrying away the ſaid Timber-Trees, Woods, or Underwoods, or the Royalties, Privileges, and Freedomes aforeſaid. To have and to hold the ſaid Townes or Town-lands before-mentioned, and all other the premiſes, before, in or by theſe preſents demiſed and granted, bargained and ſold, and every part and parcell thereof, with their and every of their appurtenantes, and the reverſion and reverſions, rents and yearly profits of the ſame, and of every part and parcel thereof, unto the ſaid G. R. his Executors, Adminiſtrators and Aſſignes, from the Feaſt day of *All Saints* laſt paſt, before the date of theſe

preſents, unto the full end and term of ninety and nine years from thenceforth next enſuing, and fully to be compleat and ended: Yielding and paying therefore yearly, and for every year during the ſaid term unto the ſaid H. *Oniel*, his heirs and aſſignes, the yearly rent or ſum of &c. of currant money of *England*, at the Feaſts of *Philip* and *Jacob*, and *All Saints*, by even and equall portions; as within one and twenty daies next after any of the ſaid Feaſts. And if it happen the ſaid yearly rent to be behind and unpaid in part or in all, contrary to the reſervation aforeſaid; and no ſufficient diſtreſs can or may be found or taken in and upon the ſaid demiſed premiſſes (A demand thereof being by the ſaid Sir H. *Oniel*, his heirs or aſſigns firſt made) That then, and from thenceforth it ſhall and may be lawfull to and for the ſaid Sir H. *Oniel*, his heirs or aſſigns, or any of them into the ſaid 4 Towns or Town-lands, and all and ſingular the aforeſaid demiſed premiſſes, with the appurtenances, or into any part or parcell thereof, in the name of the whole to re-enter, and the ſame to claim, have again, enjoy and re-poſſeſs, and in his and their firſt and former eſtate; any thing in theſe preſent Indentures contained to the contrary in any wiſe notwithſtanding; and the ſaid G. R. for himſelf, his Heirs, Executors Adminiſtrators and aſſigns, and for every of them, doth covenant, promiſe and grant to and with, the ſaid Sir H. *Oniel*, his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, in manner and form following: that is to ſay, that he the ſaid G. R. his Executors &c. ſhall and will within the ſpace of 10 years next enſuing the date of theſe preſents, at his & their own proper coſts & charges, erect, new build & ſet up, in & upon ſome con-

A Covenant for new Building 3 Meſſuages on the demiſed premiſſes.

convenient part of the premiſſes by theſe preſents demiſſed, three meſſuages, Tenements or Houſes fit and convenient for habitation, to be ſo erected of Timber, Stone or Brick, according to the moſt uſuall manner of building now uſed within the Realm of *England*; and the ſame being thus built ſhall from time to time, and at all times during the aforeſaid term of, &c. years, keep and well maintain in good repair: And ſhall and will likewiſe from time to time, during the ſaid term, well and ſufficiently repair, amend, maintain, and keep all the Houſes, Edifices, Hedges, Ditches, Fences, and Encloſures, in and about the ſaid demiſed premiſſes, or any part thereof, in good and ſufficient reparations, and the ſaid demiſed premiſſes, and every part thereof, being ſo well and ſufficiently repaired, maintained, hedged, fenced, ditched and amended, in the end of the ſaid term ſhall and will quietly leave and yield up unto the ſaid Sir H. O. his Executors, Adminiſtrators and Aſſigns. And that the ſaid G. R. his Executors, Adminiſtrators and Aſſigns, and his and their under-tenants, ſhall and will from time to time, during the ſaid term, grind al their ſeveral kind of grain whatſoever, that they or any of them ſhall expend in & upon the ſaid demiſed premiſſes, or any part thereof, at the Mill or Mills of him the ſaid H. *Oniel*. And the ſaid G. R. for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them doth further covenant; promiſe and grant to and with the ſaid Sir H. *Oniel*, his Heirs and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid G. R. his Executors, Adminiſtrators or Aſſignes, ſhall or will well and truly pay or cauſe to be paid unto the ſaid Sir H. O. his Heirs or aſſignes, ſuch ſeverall and reſpective Heriots for the ſaid demiſed premiſſes as are hereafter in theſe preſents mentioned &

A Covenant to pay Heriots.

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expreſſed: That is to ſay, upon the death of the ſaid G. R. his Executors or Adminiſtrators dying Tenant in poſſeſſion of the ſaid premiſſes or any part thereof, his or their beſt Beaſt in the name of one Heriot, and upon the deceaſe of every of his or their Leaſſee, Farmour or Under-tenant of the ſaid premiſſes, or any part thereof, one half of the value of the price of his or their beſt Beaſt, in full liew and ſatisfaction for the whole Heriot. And the ſaid H. *Oniel* for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and grant to, and with the ſaid G. R. his Executors, Adminiſtrarors and Aſſignes, and to and with every of them by theſe preſents, That it ſhall and may be lawfull to and for the ſaid G. R. his Executors, Adminiſtrators and Aſſignes, and his or their Leſſees, Farmours, and Under-tenants, from time to time, and at all times hereafter during the ſaid term, to have and take, in and upon the ſaid demiſed premiſſes, competent and ſufficient houſe-boot, plough-boot, cart-boot, hedge-boot, and fire-boot to be ſpent; expended and imployed, in, about, and upon the ſame premiſſes, and not elſewhere. And the ſaid Sir H. *Oniel* for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth further covenant, promiſe and grant, to and with the ſaid G. R. his Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe preſents in manner and form following: That is to ſay, That the ſaid Sir H. *Oniel* is, and ſtandeth lawfully ſeized of and in the ſaid four Towns, Town-lands or Town-Ships before mentioned in theſe preſents; and of and in all other the demiſed premiſſes, with their appurtenances, of ſuch good, perfect and lawfull eſtate of inheritance in Fee-ſimple, as that he the ſaid Sir H. *Oniel* hath in himſelf, good, right, full power, and lawfull authority hereby to demiſe, grant, bargain, ſell and to

farm-

farm-let the ſaid four Towns or Town-lands before mentioned, and all other the premiſes aforeſaid, with their and every of their appurtenances, unto the ſaid G.R. his Executors, Adminiſtrators and aſſignes, for ſuch term of years, and in ſuch manner and form as is herein before mentioned and expreſſed: And for the further and better ſecuring and confirming of the ſaid four Towns or Town-lands, and other the premiſſes with the appurtenances, unto the ſaid G. R. his Executors, Adminiſtrators or aſſignes, for and during the Term aforeſaid, and in manner and form as is aforeſaid, according to the true intent and meaning of theſe preſents, The ſaid Sir H. *Oniel* for himſelf, his Executors, Adminiſtrators and Aſſignes, and every of them, doth covenant and grant to and with the ſaid G. R. his Executors, Adminiſtrators and Aſſignes, and every of them by theſe preſents, That the ſaid G. R. his Executors, Adminiſtrators and Aſſignes, and every of them, ſhall, and lawfully may, from time to time and all times hereafter, during the ſaid Term, by theſe preſents granted, peaceably and quietly have, hold, occupy, poſſeſs and enjoy well and truely the ſaid four Townes or Town-lands, without any moleſtation or hindrance wrought by the ſaid H. *Oniel*, or any claiming by, from or under him; and alſo ſhall and may take, receive and perceive all rents, and all other profits of the ſaid four Towns or Town-lands; and all other the premiſſes before in; or by theſe preſents, granted, bargained, ſold, or to farm-letten, or mentioned, agreed or intended to be hereby granted, bargained, ſold, and to farm-letten; and every part and parcell thereof, with their and every of their appurtenances, under the rents, covenants and agreements in theſe preſents reſerved, mentioned or contained, without the lawfull let, ſutes trouble, eviction, moleſtation, or interruption

ruption of the ſaid Sir H. *Oniel*, and the Lady M. his Wife, and of the heirs or aſſignes of the ſaid Sir H. *Oniel*, or any of them, or of any other perſon or perſons whatſoever, lawfully claiming, or which ſhall claim, by, from or under him, her, them, or any of them free and clear, and freely and clearly acquitted, exonerated and diſcharged, or well and ſufficiently ſaved and kept harmleſs, of, for, from, touching and concerning all and all manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Eſtates for years, Statutes-Merchant. and of the Staple Recognizances, Judgements, Executions, Annuities, Rents, Charges, Rents-ſeck, and all other charges, titles trouble and incumbrances whatſoever, heretofore, had, made, committed, ſuffered, done or aſſented unto by the ſaid Sir H. *Oniel* (except the yearly rent herein before reſerved) In witneſs &c.

A Joynture with divers Limitations &c. with a Proviſo for Revocation.

THis Indenture made the &c. Between V. W. of &c. Eſquire, and F. his Wife, formerly the Wife of G. A. Eſquire, deceaſed, of the one part: And A. B. of &c. Eſquire, I. P. of &c. Gentleman, and I. G. of &c. Merchant, on the other part, Witneſſeth, That the ſaid V. W. as well for and in conſideration of a Marriage, heretofore had and ſolemnized by and between the ſaid V. W. and the ſaid F. his now Wife, and for ſetling of a competent Joynture for the ſaid F. if it ſhall happen to ſurvive the ſaid V. W. and for the ſetling, aſſuring and conveying of all and ſingular the Mannors, Lands, Tenements and Hereditaments, hereafter in theſe preſents mentioned, with their and every of their appurtenances, in the name and blood of the ſaid V. W. for ſo long time

as

as it ſhall pleaſe Almighty God, and to the ſeveral uſes, intents and purpoſes, and in ſuch manner and form as hereafter in and by theſe preſents is expreſſed, mentioned and declared, according to, and in purſuit of a certain agreement made between the ſaid V. W. and F. before their ſaid inter-marriage. And alſo for divers other good and valuable conſiderations him thereunto eſpecially moving, Hath granted aliened, infeoffed, releaſed and confirmed, and by theſe preſents doth grant, alien, infeoff, releaſe and confirm unto the ſaid A. P. I. P. and I. G. their heirs and aſſigns, all that the Mannor of S. M. with all and ſingular the rights, members and appurtenances whatſoever thereunto belonging, or in any wiſe appertaining, ſcituate and being in the ſaid County of H. And alſo all and ſingular the Meſſuages, Lands, Tenements, Tofts, Crofts, Houſes, Edifices, Buildings, Barns, Stables, Dove-houſes, Mills, Orchards, Gardens, Meadows, Leaſoes, Paſtures, Cloſes, Feedings, Parks, Warrens, Commons, Waters, Fiſhings, Ponds, Pools, Moors, Marches, Woods, Under-woods, Furzes, Heaths, Waſts, Rents, Reverſions, Services, Views of Frank, Pledge, Courts, Barons, Perquiſites, and profits of Leets and Courts, Waifes, Eſtraies, Felons, Goods, Goods of Fugitives and Out-laws, Tiths, Oblations, Obventions, Royalties, Privileges, Juriſdictions, Preheminencies, and Hereditaments whatſoever of him the ſaid V. W. ſcituate, lying and being, renewing, growing, or coming in S. M. aforeſaid, or elſewhere in the ſaid County of H. And alſo all that the Advowſon, Donation, Nomination, Preſentation, free Diſpoſition, and right of Patronage of the Pariſh Church of S. M. aforeſaid: And all and every the profits Commodities, Emoluments, and other Hereditaments whatſoever, with all and ſingular the appurtenances of him the ſaid V. W. ſcituate, lying

and

and being, comming, growing, ariſing, and renewing within the Town, Fields, Pariſh, Hamlets, and Territories of S. M. aforeſaid, or elſewhere within the ſaid County of H. and all the eſtate, right, title, intereſt, property, caim, and demand whatſoever of him the ſaid V. W. of, in and to the ſame Mannor, Meſſuages, Tenements, Hereditaments, and other the premiſſes, and every part and parcell thereof: and the reverſion, and reverſions, remainder and remainders thereof, and of every part thereof, and all and every the rent and rents thereupon reſerved, due and payable, or any part thereof. All which premiſſes were by the ſaid V. W. bargained and Leaſed to the ſaid A. B. I. P. and I. G. their Executors or Aſſignes, by Indenture bearing date &c. for the term of three months next enſuing the making of the ſaid Indentnre, as in and by the ſame Indenture, reference being thereunto had, may more fully and at large appear. To have and to hold the ſaid Mannor of S. M. with the appurtenances, and all and ſingular the ſaid Meſſuages, Tofts, Crofts, Lands, Tenements, and the ſaid Advowſon and right of Patronage of the Pariſh Church of S. M. aforeſaid, and every the profits, and emoluments hereby ariſing and renewing, and all and ſingular other the Premiſſes hereby conveyed and aſſured, or meant or mentioned, or intended to be by theſe preſents conveyed and aſſured, with their and every of their rights, members and appurtenances, and the reverſion and reverſions, remainder and remainders, thereof, and of every part thereof, unto the ſaid A. B. I. P. and I. G. and their Heirs and Aſſigns, to the ſeverall uſes, intents and purpoſes, and upon the truſt and confidence, and under the ſeverall proviſions, conditions and limitations hereafter, in and by theſe preſents expreſſed, limited and declared, and to and for none other uſe, intent or purpoſe whatſoever:

(That

(That is to say) as for and concerning all the Farm, Meſſuage or Tenement commonly called or known by the name of *Cauſin*-Farm, and all and every the Houſes, Buildings, Barns, Stables, Yards, Gardens, Orchards and Lands, arable Meadow, and Paſture, containing by eſtimation one hundred acres, be the ſame more or leſs: to the ſaid Meſſuage, Farm or Tenement belonging, or in any wiſe appertaining, with the appurtenances, ſituate lying and being in S. M. aforeſaid, and now or late in the poſſeſſion or occupation of the ſaid A. B. or his Aſſignes, : And all the Farm: Meſſuage, or Tenement in S. M. aforeſaid, together with all and every the Houſes, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, arable Lands, containing by eſtimation ſixty acres, be the ſame more or leſs, and all Cloſes, Meadows, Paſtures, and Hereditaments to the ſaid Meſſuage, or tenement belonging, or in any wiſe appertaining, with the appurtenances now or late in the tenure or occupation of the ſaid A. B. or his aſſignes: And alſo all that Meſſuage or Tenement, Houſes, Buildings, Barns, Stables, Orchards, Gardens, arable Lands, containing by eſtimation a hundred acres, be the ſame more or leſs, Cloſes, Meadows, Paſtures, Lands, Tenements and Hereditaments to the ſaid Meſſuage or Tenement belonging or in any wiſe appertaining, ſituate, lying, and being in S. M. aforeſaid, with the appurtenances heretofore in the tenure or occupation of C.D. and now or late in the Tenure or occupation of T.W. or his aſſignes; and all thoſe arable Lands, containing by eſtimation thirty acres, be the ſame more or leſs, and all thoſe Cloſes, Meadows, Paſtures, Lands, Tenements and Hereditaments, with their and every of their appurtenances, ſituate and being in S. M. aforeſaid, now or late in the occupation of &c. or his aſſigns; and alſo all thoſe twenty acres of arable

rable, Lands, Meadows or Paſture in S. M. aforeſaid, now or late in the Tenure or occupation of W. H. or his Aſſigns: Together with all and ſingular Wayes Eaſements: Commons, Common of Paſture, Profits, and Commodities whatſoever to the ſaid premiſes, or any part thereof belonging or appertaining, or therewith uſed and enjoyed, or excepted, reputed or taken as part, or parcel, or member thereof, with their and every of their appurtenances, To the uſe and behoof of the ſaid V. W. for and during the term of his natural life, without impeachment of or for any manner of ſtrip or waſt; and from and after his deceaſe, to the uſe and behoof of the ſaid F. for and during the term of her natural life, for her Joynture, and in lieu and recompenſe of her Dower and title of Dower, and from and after the ſeveral deceaſes of them the ſaid V. W. and F. his Wife, then to the uſe and behoof of the firſt Son of the body of the ſaid V. W. on the body of the ſaid F. lawfully begotten or to be begotten; and of the Heirs males of the body of ſuch firſt Son, lawfully to be begotten: and for default of ſuch iſſue, then to the uſe and behoof of the ſecond ſon of the body of the ſaid V. W. on the body of the ſaid F. lawfully begotten or to be begotten, and of the Heirs males of the body of ſuch ſecond Son lawfully to be begotten: and for default of ſuch iſſue, to the uſe and behoof of the third, fourth, fifth, ſixth, ſeventh, eight, ninth, tenth, and every other Son on the body of the ſaid F. lawfully begotten, or to be begotten; and of the Heirs males of the body of every ſuch to be begotten Son lawfully to be begotten, the eldeſt Son, and the Heirs males of his body being always preferred before the younger Son, and the Heirs males of his body, according to the ſeniority and priority of birth and age: and for default of ſuch iſſue, then as for and concerning

ning all and ſingular the premiſes hereby limitted and appointed to and for the Joynture and livelyhood of the ſaid F. with their and every of their appurtenances, and the Reverſion and Reverſions, Remainder and Remainders thereof, and of every part thereof, to the uſe and behoof of the ſaid A. B. I. P. and I. G. and their aſſigns, for and during the term of their natural lives, and the life of the longeſt liver of them, and from and after the deceaſe, and the deceaſe of the ſurvivor of them, to the uſe and behoof of the executors, adminiſtrators and aſſigns of the ſurvivor or ſurvivors of them the ſaid A.B.I.P. and I. G. for and during, and unto the full end and term of ſixty years from thence next enſuing, and fully to be compleat and ended, upon truſt and confidence, and to the uſes, intents and purpoſes hereafter in and by theſe preſents limited, expreſſed, and declared; (that is to ſay) from and after the deceaſe of them the ſaid A. B. I. P. and I. G. and of the ſurvivor of them, and from and after the end, expiration and other determination of the ſaid term of threeſcore years, as aforeſaid, then as for and concerning the Reverſion and Reverſions, Remainder and Remainders of the ſaid Meſſuage, Lands, Tenements and Premiſes ſo limited, for lives and years aforeſaid; And as for and concerning all that the Mannor of S. M. aforeſaid, Mannor-houſe or Capital Meſſuage, and all and every the Houſes, Edifices, Buildings, Barns, Stables, Yards, Orchards, Gardens, Lands, Cloſes, Meadows, Paſtures, Feedings, Tenements, and Hereditaments, commonly called or known by the name of the Demeaſn Lands of the Mannor of S. M. aforeſaid, ſcituate lying and being, encloſed and environed with a Ring-hedg, near about the ſaid Capital Meſſuage, and for and concerning all other the Lands, Cloſes, Meadows, Paſtures, Feedings, Tenements

and Hereditaurents, with their and every of their appurtenances, and the reverſion and reverſions, remainder and remainders thereof, whereof no eſtate, uſe or uſes, is or are herein formerly limited and declared: To the uſe and behoof of the ſaid V. W. and his aſſigns, for and during the term of his naturall life, without any impeachment of or for any manner of ſtrip or waſte; and from and after his deceaſe, to the uſe and behoof of ſuch perſon or perſons, for ſuch eſtate and eſtates, and for ſuch uſe and uſes, and in ſuch ſort, manner and form, as the ſaid V. W. by any his Deed or Deeds, in writing, Indented, ſealed, delivered and executed in the preſence of three credible witneſſes at the leaſt, ſhall declare, limit and appoint, and untill ſuch declaration, limitation or appointment, then to the uſe and behoof of G. W. eldeſt ſon of the body of the ſaid V. W. and of the heirs males of the body of the ſaid G. W. lawfully begotten, or to be begotten, and for default of ſuch iſſue, then to the uſe and behoof of R. W. ſecond ſon of the body of the ſaid V. W. begotten, and of the Heirs males of the body of the ſaid R. W. lawfully to be begotten; and for default of ſuch iſſue, to the uſe and behoof of the third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and every other ſon of the body of the ſaid V. W. lawfully begotten, or to be begotten, and of the Heirs males of the body of every ſuch to be begotten ſon, lawfully to be begotten; the elder ſon and the heirs males of his body to take place, and be preferred according to the ſeniority and priority of birth and age: and for default of ſuch iſſue, to the uſe and behoof of the heirs of the ſaid V. W. lawfully begotten or to be begotten, and for default of ſuch iſſue, to the uſe and behoof of the right heirs of the ſaid V. W. for ever. And the true intent and meaning of theſe preſents, and of all the parties hereunto upon the execution

tion of theſe preſents is, and the ſpecial truſt and confidence in them the ſaid A. B. I. P. and I. G. their executors, adminiſtrators and aſſigns hereby repoſed, is hereby declared and agreed to be, That if in caſe the ſaid V. W. ſhall depart this life, having no iſſue male of his body upon the body of the ſaid F. lawfully begotten, or without leaving the ſaid F. with child of a Son who hereafter ſhall be born alive; and having at the time of his deceaſe, one, two or more Daughters of his body, on the body of the ſaid F. lawfully begotten, then living; or if there be one only Daughter, if ſhe be not preferred in marriage with eight thouſand pound portion; or if there be two ſuch Daughters, and if they be not ſeverally preferred in marriage with one thouſand pound a piece; or if there be three ſuch Daughters, if they be not preferred in marriage, with portions of one thouſand Marks a piece, as is hereafter menrioned: Or if the ſaid V.W. leaving the ſaid F. with childe of one or more Daughter or Daughters, who ſhall after be born alive, that then the ſaid A. B. I. P. and I. G. the ſurvivor and ſurvivors of them, his and their executors, adminiſtrators and aſſigns, out of the rents, iſſues and profits of the ſaid Meſſuages, Cottages, Cloſes, Paſtures, Meadows, Tenements, Hereditaments and other the prmiſes with the appurtenances ſo to them limited and appointed for lives and years as aforeſaid, ſhall raiſe and levy as ſoon as conveniently may be for the Portion of ſuch Daughter, if there be but one, the ſum of two thouſand pounds of lawfull &c. to be paid to ſuch only Daughter, her executors and aſſigns, at her age of eighteen years, or day of marriage, which ſhall firſt happen, or as ſoon as the ſaid ſum of two thouſand pounds can be raiſed; And if there ſhall be two ſuch Daughters, the ſum of one thouſand pound a peice: or if there be three Daughters,

then for the Portions of the three Daughters, the ſum of one thouſand marks a piece of current, &c. to be paid to them, their executors and aſſigns ſeverally and reſpectively, at their ſeveral and reſpective ages of eighteen years, or days of marriage, which ſhall firſt happen, or as ſoon as the ſame can be conveniently raiſed: And upon this further truſt and confidence, and to the intent and purpoſe, that if it ſhall happen the ſaid V. W. die, leaving one only Daughter, or two or three Daughters of his body, on the body of the ſaid F. begotten, then living or afterwards to be born as aforeſaid; And that the ſaid only Daughter ſhall happen to depart this life before ſhe accompliſh her age of eighteen years, or day of marriage, or if there fortune to be 2 or more Daughters, then if both or all the ſaid Daughters die or depart this life before either or any of them accompliſh their ſeveral ages of eighteen years, or be married, as aforeſaid, then the ſaid ſeveral ſums of money intended for the Portions and advancements of ſuch Daughter or Daughters as aforeſaid, or ſo much thereof as ſhall be raiſed or leed out of the rents, iſſues and profits of all or any the premiſes (all charges and expences being defrayed, wherein full and liberal allowance ſhall be made and given) ſhall be ſatisfied or paid to ſuch perſon or perſons as the ſaid V. W. his heirs or aſſigns by any writing under his or their hand, ſubſcribed in the preſence of two or more credible witneſſes, ſhall limit and appoint. And in default of ſuch limitation and appointment to the Executors or Adminiſtrators of the ſaid V. W. and his Heirs: And upon this further truſt and confidence, and to the intent and purpoſe that the ſaid A. B. I. P. and I. G. and the ſurvivor and ſurvivors of them, his and their executors and aſſigns, ſhall out of the rents, iſſues and profits of the ſaid Meſſuages, Cottages, Lands, Tenements,

ments, Hereditaments and premiſſes ſo to them limited for raiſing of portions, as aforeſaid, with their and every of their appurtenances, levy and pay, or cauſe to be levied and paid to and for the maintenance of ſuch Daughter or Daughters, as aforeſaid, if there be but one only Daughter, the ſumme of 50 *l.* *per annum*; and if there be two or three Daughters, the ſum of 30*l.* *per annum* a piece, until ſuch Daughter or Daughters reſpectively ſhall attain to her or their age of eighteen years, or ſhall be married, and her or their portions paid as aforeſaid. Provided always, that it is the true intent and meaning of all the ſaid parties to theſe preſents, That if the ſaid V. W. ſhall happen to depart this life without any iſſue female of his body upon the body of the ſaid F. begotten, or without leaving the ſaid F. with Child of one or more Daughters that ſhall be after born alive, That then the eſtate and eſtates ſo limitted, as aforeſaid, to the ſaid A. B. I. P. and I. G. for their lives; and after their deceaſes, to their Executors, and Adminiſtrators for ſixty years, ſhall ceaſe, determine and be utterly void. Provided alſo, that from and immediately after ſuch time as the aforeſaid A. B. I. P. and I. G. their Executors or Aſſigns, ſhall or might have limited and raiſed the ſaid ſeveral ſumms for portions, and preſent maintenance of ſuch Daughter and Daughters as aforeſaid, that the ſaid eſtate for lives and years limited to them in truſt as aforeſaid, ſhall ceaſe, determine, and be utterly void; and the ſaid Meſſuages, Cottages, Lands and Tenements, and all and ſingular other the premiſes ſo to them limited as aforeſaid in truſt, ſhall immediatly go and be to ſuch perſon or perſons to whom the reverſions or remainder of the ſaid Meſſuages, Lands and premiſſes ſhall belong and appertain. And the ſaid V. W. for himſelf, his heirs, executors, adminiſtrators and aſſignes

and every of them, doth covenant, grant, and agree; to and with the ſaid A. B. I. P. and I. G. their heirs, executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents, that the ſaid Meſſuages, Cottages, Cloſes, Meadows, Paſtures, Tenements and Hereditaments, and all and ſingular other the premiſes, before by theſe preſents ſo reſpectively limited and appointed for the Joynture of the ſaid F. now are, and ſo from time to time, and at all times hereafter (for and notwithſtanding any act or default of the ſaid V. W. his heirs or aſſigns, or any of them) ſhall remain, continue, and be to the ſaid F. and her aſſigns, of the clear yearly value of &c. over and above all charges and reprizes. Provided always, and upon this further condition, and to the further uſe, intent and purpoſe, That if the ſaid V. W. happen to depart this life, leaving a Son of his body on the body of the ſaid F. lawfully begotten, and the ſaid F. do him ſurvive, and afterwards to inter-marry with any perſon or perſons whatſoever, that then, from and immediatly after the ſaid marriage as for and concerning one full fifth part, (in five parts to be divided) of all and ſingular the ſaid Meſſuages, Lands, Tenements and Hereditaments, with the appurtenances before hereby ſpecified to be limitted and appointed to and for the Joynture of the ſaid F. aforeſaid; that the uſe and uſes, eſtate and eſtates thereof limited to the ſaid F. ſhall ceaſe, determine, and be utterly void; and that from thenceforth they the ſaid A. B. I. P. and I. G. and the Survivors and Survivor of them, his and their heirs and aſſigns, ſhall ſtand and be ſeized of the full fifth part of the ſaid Meſſuages, Lands, and premiſes, from and immediatly after the intermarriage of the ſaid F. to the uſe and behoof of the ſaid Son of V. W. on the body of the ſaid F. begotten, for and during the term of the natural

life

life of the ſaid F. for her maintenance; any thing herein contained to the contrary in any wiſe notwithſtanding. Provided alſo and upon this condition, and ſo it is covenanted, granted, declared and agreed by and between all and every of the ſaid parties to theſe preſents, and their Heirs and Aſſigns, reſpectively, and it is the true intent and meaning of theſe preſents, that it ſhall and may be lawfull to and for the ſaid V. W. at any time hereafter during his naturall life, from time to time, by one or more Indenture or Indentures under his hand and ſeal, to leaſe, demiſe, ſet and to farm-let all and every or any of the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments and Premiſes, with the appurtenances, which have been uſually ſet and to farm-letten, unto any perſon or perſons whatſoever, for the term of three lives, or for any number of years determinable upon one, two or three lives, or for the term of one and twenty years, or over or under in poſſeſſion and not in reverſion, ſo as upon every ſuch Leaſe and Demiſe, the antient and accuſtomed rent, or more, or the rent or the rents now payable or paid, or more (over and beſides Duties, Heriots and Services due and accuſtomed) be thereupon reſerved; and ſo as ſuch Rents, Duties, Heriots, and Services upon ſuch Leaſe and Leaſes, ſeverally reſerved, ſhall and may be, and continue due and payable unto him, her or them reſpectively and ſucceſſively, unto whom the reverſion and reverſions, and remainder thereof, is hereby limitted and appointed as aforeſaid. Provided alſo, and upon this further condition, and ſo it is covenanted and agreed by and between all and every the parties to theſe preſents, that if at any time from and after the death of the ſaid V. W. the ſaid G. W. Son and heir of the ſaid V. W. or ſuch other perſon or perſons as ſhall be heirs at law of the ſaid V. W.

ſhall and do well and truly ſatisfie and pay, or cauſe to be ſatisfied and paid unto the ſaid A. B. I. P. and I. G. and to the Survivor or Survivors of them, his and their Heirs, Executors, Adminiſtrators and Aſſigns, if H. A. Son of the ſaid F. be then living, the ſum of four thouſand and five hundred pounds of current, &c. And if the ſaid H. A. be dead, the ſumme of five thouſand pound of like current money, at or in the &c. To the end, that thereby the ſaid A. B. I. P. and I. G. their Heirs, Executors, Adminiſtrators and Aſſigns, may be thereby enabled to purchaſe Lands, and Tenements, of the value of &c. or may imploy and diſpoſe of the ſame for the uſe, benefit and advantage of the iſſue of the body of the ſaid F. lawfully begotten or to be begotten: or if the ſaid V. W. or the ſaid Heir at law as aforeſaid, or any of them, ſhall at their own proper coſts and charges, ſettle, convey and aſſure, or cauſe and procure to be conveyed and aſſured, other Lands, Tenements and Hereditaments, which ſhall be of the clear yearly value of two hundred and fifty pounds *per annum*, above all charges and reprizes, unto the ſaid A. B. I. P. and I. G. their heirs and aſſigns, and to the ſurvivors and ſurvivor of them, his and their heirs, executors, adminiſtrators and aſſigns, to the like ſeverall uſes, intents and purpoſes, and upon the like truſts and confidences, and under the like conditions, proviſoes, powers and limitations as are hereby formerly limited and appointed; Excepting onely the ſaid Meſſuage, Lands and Tenements herein and hereby limited to and for the Joynture of the ſaid F. That then and immediately from and after ſuch payment or ſettlement, as aforeſaid, the ſeverall uſes and eſtates herein and hereby limited (other than the eſtate for life limited to the ſaid F. as aforeſaid) of, for or concerning the ſaid Land and Premiſſes, for the uſe and benefit of the

the iſſue of the body of the ſaid V. W. on the body of the ſaid F. lawfully begotten or to be begotten, and every of them ſhall ceaſe, determine, and be utterly void. And the ſaid V. W. for himſelf, his executors, Adminiſtrators and Aſſigns, doth covenant, grant, and agree, to and with the ſaid A. B. I. P. and I. G. their Heirs and Aſſigns, and to and with every of them by theſe preſents; That for or notwithſtanding any act or thing whatſoever heretofore done or ſuffered by the ſaid V. W. his Heirs or Aſſignes, or hereafter by him, them or any of them, to be done or ſuffered to the contrary, the ſaid V. W. now is, and ſo at the time when the firſt eſtate of the ſaid Mannor, Advowſon, Meſſuages, Lands, Tenements and Premiſſes, and every part and parcel thereof, ſhall be conveyed and aſſured to the ſaid A. B. I. P. and I. G. their Heirs and Aſſigns, to the uſes aforeſaid, ſhall ſtand and be ſeized thereof, of a good, perfect, abſolute and indefeizible eſtate of inheritance in fee-ſimple or fee-tail, without any reverſion or remainder in the Crown, or without any Covenant or uſe to alter, change or determine the ſame. And alſo that he the ſaid V. W for and notwithſtanding any act or thing whatſoever heretofore done or ſuffered to the contrary, as aforeſaid, hath, and ſo at the time of the execution of the ſaid firſt eſtate of the ſaid Mannor, Avowſon, Meſſuages, Lands, Tenements, and Premiſſes, and every part and parcel thereof, with their and every of their appurtenances, to the ſaid A. B. I. P. and I. G. their Heirs and Aſſigns, ſhall have full power, good right and lawfull authority to grant, convey and aſſure the ſaid Mannors, Meſſuages, Lands Advowſons, Tenements and Premiſſes, with their and every of their appurtenanees, to the ſaid A. B. I. P. and I. G. their Heirs and Aſſigns, to the uſes, intents and purpoſes aforeſaid, according to the true intents

and

and meaning of theſe preſents. And the ſaid V. W. for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them doth covenant, promiſe, grant and agree, to and with the ſaid A. B. I. P. and I. G. and their Heirs and Aſſignes, and to and with every of them by theſe preſents, That the ſaid V. W. and his Heirs, ſhall and will from time to time, and at all times hereafter, during and within the &c. years next enſuing the date of theſe preſents, upon the reaſonable requeſt, and at the coſts and charges in the law of the ſaid V. W. his Heirs or Aſſigns, or any of them, do, make, acknowledge, levy, execute and ſuffer, or cauſe to be made, done, levyed, acknowledged, executed and ſuffered, all and every ſuch further and other lawfull and reaſonable act and acts, thing and things, device and devices, conveyance and conveyances, aſſurance and aſſurances in the Law whatſoever, for the further, more perfect, and better aſſurance, ſurety, ſure making, conveying and aſſuring of the ſaid Mannor, Advowſon, Meſſuages, Lands Tenements and Hereditaments, and all and ſingular the premiſſes with their and every of their appurtenances, unto the ſaid A. B. I. P. and I. G. their Heirs and Aſſigns, to the uſes, intents and purpoſes, and under the conditions, proviſoes, and limitations before mentioned, expreſſed and declared, and to and for none other uſe, intent and purpoſe whatſoever, Be the ſame by one or more fine or fines, with Proclamations to be levyed and executed in due form of Law, Feofment or Feofments, recovery or recoveries, with ſingle, double or treble Voucher or Vouchers, Deed or Deeds, enrolled or not enrolled, the enrolment of theſe preſents, Releaſe, Confirmation with warranty, as aforeſaid, or otherwiſe without warranty; or by all, every or any of the aforeſaid waies or means, or by any other lawfull and reaſonable waies or

means

means whatsoever, as by the said A.B. I.P. and I.G. the survivor or survivors of them, his or their heirs or assigns; or as by his, their or any of their Councel learned in the Law, shall be reasonably devised or required: which said Fine or Fines, Feosment or Feoffments, Recovery or Recoveries, and Assurances whatsoever, had, made and executed, or hereafter to be had, made and executed by the said V. W. his heirs and assigns, or by any other person or persons whatsoever, touching and concerning all and every or any of the premises: with their and every of their appurtenances, and every part & parcel thereof, shall be & enure, and shall be adjudged, demised. construed and taken to be and enure to the uses, intents and purposes before in and by these presents limited, expressed and declared, and to and for none other use, intent or purpose whatsoever; any former or other Declaration of use or uses to the contrary thereof, in any wise notwithstanding. Provided nevertheless, and upon the condition, and it is covenanted, declared and agreed by and between all and every the parties to these presents, their heirs and assigns, and every of them respectively by these presents; That it shall and may be lawfull to and for the said V.W. at any time or times hereafter, during his natural life, by his Deed or Deeds indented, to be by him sealed and delivered in the presence of three or more credible Witnesses, by and with the consent and approbation of the said A. B. I. P, and I. G. or of the survivor or survivors of them, his or their heirs or assigns, testified in writing under their hands and seals, to alter, change, revoke, determine, or make void all or any the estate or estates, use or uses before by these presents limited and appointed, except only the uses before hereby limited and appointed to or for the Joynture of the said F. as aforesaid, & that from and after such alteration, change, revocation

deter-

determination or making void thereof, or of any part thereof, these presents and all other assurances in the Law whatsoever, shall be and enure, and shall be adjudged, deemed, construed and taken to be, and to enure. And they the said A. B. I. P. and I. G. and their heirs and assigns, and the heirs and assigns of the survivor and survivors of them, shall stand and be seized of all and singular the premises, (except before excepted) or so much thereof, whereof such alteration, change, revocation, determination or making void, shall be had and made, as aforesaid, to such other use and uses, and to the use of such person and persons, and for such estate and estates, and in such sort, manner and form, as the said V. W. by any Deed or Deeds indented, sealed, delivered and executed, in the presence of three or more credible Witnesses, by and with such consent and approbation shall declare, limit, or appoint: And from and after such Revocation, in default of such Declaration, limitation and appointment, then to the uses, intents and purposes before by these presents limited, expressed & declared, and to and for none other use, intent or purpose whatsoever; any thing in these presents, or in any former or other Declaration of use or uses contained to the contrary thereof in any wise notwithstanding. In witnesse, &c.

A Condition for payment of Rent, Quarterly for Lands held from year to year, at the pleasure of the Lessor.

THE Condition of this Obligation is such, That whereas the above bounden T. H. hath and holdeth from year to year, at the will and pleasure of the above named I. M. certain Closes and parcels of ground lying and being in the Parish of S. above-written in the County of *Berks*, parcel of the Lands belonging

longing to the Tenement there called B. for and under the yearly rent of &c. to be paid quarterly. If therefore the ſaid T. H. his heirs, executors, and adminiſtrators, or any of them do well and truly pay or cauſe to be paid unto the ſaid I. M. or to his certain Atturney, Executors, or Aſſigns, the ſaid yearly rent of &c. at the now dwelling houſe of the ſaid I. M. in T. above written, in manner and form, as followeth; (that is to ſay) upon the four and twentieth day of *June* next enſuing the date hereof, &c. upon the eight and twentieth day of *Septemb.* next alſo enſuing other, &c. upon the four and twentieth day of *Decemb.* next alſo enſuing other &c. and upon the four and twentieth day of *March*, which ſhall be in the year of our Lord God, &c. other &c. and ſo forth quarterly and every quarter; the one next and immediatly enſuing the other upon the like days, the ſum of &c. during all the time and term that the ſaid T. H. and his aſſigns, ſhall ſo hold and enjoy the ſaid Cloſes and Grounds at the will of the ſaid I. M. And moreover do from time to time during all the ſaid term, at his own coſts and charges maintain and keep the ſame premiſes in good and ſufficient Fences and Bounds; and in the end of the ſaid time, do leave and yield up the ſame well and ſufficiently fenced and bounded, without any cavillation: That then &c.

A Sale of the Moity of Rent reſerved by Leaſe,

THis Indenture made the &c. between R. B. of &c. Executor of the laſt Will and Teſtament of R. R. late of &c. deceaſed, and P. R. &c. on the one part; and A. G. &c. on the other part; Witneſſeth, That whereas the ſaid P. R. being intereſſed and poſſeſſed by Leaſe dated &c. made and granted unto him the ſaid P. R. by and from one W. T. of &c.

of

of all that Meſſuage, Tenement or Inn, called or known by the name or ſign of the *Black Bell*, ſcituate in *Fleet-ſtreet*, in the Pariſh of St. *Dunſtan*, &c. And of all Cellers, Sollers, Rooms, Barns, Stables, Hay-lofts, Gate-houſes, liberties of paſſage, Courts, Yards, Windows, Lights, Water-courſes, Racks, Planks, Mangers, and all other the appurtenances whatſoever to the ſaid Meſſuage or Tenement belonging or appertaining (except as in the ſaid Leaſe made to the ſaid P. R. of the premiſes is excepted) did afterwards by his Indenture of Leaſe bearing date &c. for the conſiderations therein expreſſed, demiſe, grant and to farm-let unto T. R. Citizen, &c. his executors, adminiſtrators and aſſigns, all thoſe Rooms, Chambers, Lodgings, Cellars, and Eaſements hereafter particularly mentioned, being parcel of the ſaid Meſſuage, Tenement or Inn called &c. and then in the tenure of the ſaid T. R. or of his aſſigns, (that is to ſay) one Cellar lying under the ſhop, then and yet in the occupation of the ſaid T. R. or of his aſſign: one Room or Chamber towards the ſtreet, called *The Crown*, being part over the ſaid Shop, and part over the ſaid Gate, or way leading into the ſaid Meſſuage, Tenement or Inn called the *Black Bell*, one other little dark Room or Chamber, called *The Faggot Chamber*, lying backward behind part of the ſaid Room or Chamber, called the C. on the ſame floor, with liberty to make and contrive convenient light or lights, from the Yard of the ſaid Meſſuage, Tenement or Inn aforeſaid, to ſerve the ſaid Room, called the F. Room, and the ſame ſo made, to enjoy during the ſaid Leaſe; one other Room, Chamber or Lodging towards the ſtreet, called *The Angel*, directly over the ſaid Chamber called the C. One other Chamber or Lodging, commonly called *The two Bed chambers*, lying backwards behind part of the ſaid Room or Chamber, called the A. on the ſame floor;

floor; and all other piece & parcel of the lower Room, then in the occupation of the said T. R. or of his Assigns, to contain by estimation &c. next behind the West end or side of the said Shop, then in the occupation of the said T. R. towards the North, for the making and contriving of a pair of Stairs, to lead from the said Shop unto the said demised premisses, and also from thence to make and contrive a convenient way or passage to lead into the Celler before mentioned; together with all lights, ways, easments, commodities and appurtenances, to the said premisses belonging or appertaining. To have and to hold the said &c. unto the said T. R. his executors, administrators and assigns, from the feast of &c. then next comming after the date of the said lease last recited, unto the end & term of &c. from thence next ensuing, and fully to be compleat and ended. And for and under the yearly rent or reversion of the first two years, and one quarter of the said term, of one Pepper-corn. And afterwards during the whole term, for and under the yearly rent of &c. payable, as in and by the said Indenture of lease made to him the said T. R. (amongst divers other covenants, grants, articles and agreements therein contained, more fully and at large it doth and may appear, And whereas afterwards the whole estate, right, title, interest, term of years, property, claim and demand of the said T. R. in and to the said premisses before mentioned or recited, by good and sufficient conveyances in that behalf made, came into the hands and possession of the said R. R. who died thereof lawfully possessed; and by and after whose decease, the said Indenture of Lease first mentioned, term of years and premisses aforesaid, was lawfully vested and setled in the said R. B. as executor of the last Will and Testament of the said R. R. And whereas the said R. B. being of the premisses so

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poſſeſſed as aforeſaid, by his Indenture or Deed indented, bearing date &c. for the conſiderations therein mentioned, did grant, bargain, ſel, aſſign and ſet over unto I. C. &c. his Executors adminiſtrators and aſſigns, the moity or one half part of the Meſſuage, Tenement or Inn, called *The black Bell*, aforeſaid; and the Moity of all and ſingular Shops, Cellers, Sollers, Rooms, Barns, Stables, Hay-lofts, Gate-houſes, liberties of paſſage, Courts, Yards, Windows, Lights, Water-courſes, Racks, Planks, Mangers, and all other the appurtenances whatſoever, to the ſaid Meſſuage, Tenement or Inn belonging or appertaining; and the Moity of all Houſes, edifices and buildings then ſtanding or being upon the premiſſes, or any part thereof; and the moity of all and ſingular other the premiſſes whatſoever, mentioned to be demiſed, in & by the ſaid Indenture of Leaſe firſt mentioned (except as in the ſame Indenture is excepted) To have and to hold the ſaid Moity of the ſaid Meſſuage, Tenement or Inn, called the &c. and of all other the Premiſſes aforeſaid (except before excepted) unto the ſaid I. C. his executors, adminiſtrators and aſſigns, from thenceforth during the reſidue then to come and unexpired of the whole term granted by the ſaid Indenture of Leaſe firſt mentioned, made to the ſaid P. R. as aforeſaid; as in and by the laſt Indenture or Deed indented (amongſt other things alſo) more at large it doth and may appear. Now this Indenture witneſſeth, that the ſaid R. B. and P. R. for and in conſideration of the ſum of &c. to him the ſaid P. R. by the direction and appointment of the ſaid R. B. well and truly paid, before the enſealing and delivery of theſe preſents by the ſaid A. G. whereof they the ſaid R. B. and P. R. do acknowledge themſelves to be fully ſatisfied, contented and paid; and thereof, and of every part and parcel thereof, do clearly acquit and diſcharge the ſaid A. G. his execu-

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tors and Administrators by these presents, Have granted, bargained, sold, assigned and set over, and by these presents do clearly and absolutely grant, bargain, sell, assign and set over, unto the said A. G. his Executors, Administrators and Assigns, all that the Moity or half part of all and singular the said Rooms, Chambers, Lodgings, Cellars, Ways, Lights, Liberties, Passages, Commodities and appurtenances; and of all other the premises demised to the said T. R. by the said P. R. in and by the said Indenture of Lease, before recited, and of every part and parcel thereof, together with the Moity or half part of the said yearly rent of &c. reserved by the said Indenture of Lease, and full liberty, power and authority to receive and take the same from time, at such Feasts and days as the same shall grow due and payable by the said Lease during the said term thereby granted. To have and to hold the said Moity of all and singular the said Rooms, Chambers, Lodgings, Rents and other the premises with the appurtenances, before by these presents mentioned to be granted, bargained, sold, assigned and set over, and every part and parcel thereof, with liberty, power, and authority to receive and take the said rent, as aforesaid, unto the said A. G. his Executors, Administrators and Assigns, from the ensealing and delivery of these presents, for and during all the rest and residue of the said term of, &c. years to him the said T. R. granted, as aforesaid, now to come and unexpired, in such like large and ample manner to all intents and purposes, as they the said R. B. and P. R. or either of them might, should, or in any wise ought to have, take and enjoy the same. And the said R. B. and P. R. for themselves, and either of them, their and either of their Executors, Administrators and assigns, and for every of them, doe covenant, promise and grant, to and with

&c. (That is to ſay) That the ſaid R. B. and P. R. or one of them, at the time of the enſealing and delivery of theſe preſents, are and ſtand, or one of them is and ſtandeth ſo lawfully and abſolutely poſſeſſed of the premiſes, as that they the ſaid R. B. and P. R. or one of them, now have or hath good right, full power and lawfull authority thereby to grant, bargain, ſell, aſſign and ſet over the ſaid Moity of the ſaid ſeveral Rooms, Chambers, Lodgings, and other the premiſes, with the appurtenances before by theſe preſents mentioned to be granted, bargained, ſold, aſſigned and ſet over, and every part and parcel thereof, unto the ſaid A. G. his Executors, Adminiſtrators and Aſſigns, in manner aud form aforeſaid. And further that he the ſaid A. G. his executors, adminiſtrators & Aſſigns, and every of them, ſhall from time to time, and at all times hereafter during the reſt and reſidue of the ſaid term of &c. years, granted to the ſaid T. R. as aforeſaid, peaceably and quietly have, hold and enjoy the Moity of the ſaid Rooms, Chambers, Lodgings, and other the premiſes, with the appurtenanees before mentioned to be demiſed to the ſaid T. R. by the Indenture of leaſe above recited, and every part thereof, and the Moity of the ſaid yearly rent of &c. by the ſame Indenture reſerved, ſhall or may receive, take and enjoy from time to time as the ſame ſhall grow due during the ſaid Term, without the let, ſute, trouble, diſturbance, interruption or eviction of them the ſaid R. B. and P. R. or either or them, their Executors, adminiſtrators and aſſigns, or any of them, or of any other perſon or perſons whatſoever lawfully claiming by, from or under them, or either or any of them; or by, from or under their, or any of their means, act, title, conſent or procurement, or by, from or under the ſaid R. R. deceaſed, and alſo acquitted and diſcharged of and from all and all manner

of

of former Grants, Bargains, Sales, Leaſes, Statute Merchant and of the Staple Recognizance, Judgements, Executions, Surrenders, Forfeitures, Re-entries and of & from all other Titles Troubles, Charges & incumbrances whatſoever, had, made, committed or done by the ſaid P.R. and R. B. and R.R. deceaſed, or any of them, or to be had, made, committed or done by the ſaid P.R. and R.B. their Executors, &c. or any of them; or by their or any of their means, act, title, intereſt, default, conſent or procurement. In witneſſe, &c.

A Leaſe of Lands by way of Morgage, in conſideration of a ſum of money.

THis Indenture made the &c. Between the Right Honourable E. Earl of B. the Lady L. his Wife, Counteſs of B. the Right Honourable the Lord M. Baron of R. in the County of &c. Sir F. G. of &c. and E. W. of &c. on the one part: And I. W. of &c. on the other part: Witneſſeth,

That in conſideration of the ſum of *Conſideration.* &c. to the ſaid E. Earl of B. and the Lady L. Counteſs of &c. in hand paid by the ſaid I. W. before the enſealing and delivery of theſe preſents, whereof they do acknowledge the receipt, and thereof, and every part and parcel thereof, do hereby clearly and abſolutely acquit, exonerate and diſcharge the ſaid I. W. his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, for ever by theſe preſents: They the ſaid W. Lord M. Sir F.G. and E. W. at and by the ſpecial direction and appointment of the ſaid E. Earl of B. and the Lady L. Counteſſe of B. Have demiſed, granted *Grant.* bargained and ſold, and by theſe preſents do demiſe, grant, bargain and ſell unto the ſaid I. W. his Executors, Adminiſtrators and Aſſigns, all theſe

Cloſes or Grounds, hereafter particularly named, ſituate, lying and being in the Hamlets, Pariſh or Fields of *Burler* in the County of R. (That is to ſay) One Cloſe of Paſture & Meadow ground, commonly called or known by the name of *New Cow-cloſe*, containing by eſtimation 100 acres, now in the tenure or occupation of R. I. Gent. or his aſſigns, One other Cloſe of Paſture, called &c. containing by eſtimation 170 acres at leaſt, now in the tenure or occupation of *William Dalby* or of his aſſigns, Two Cloſes of Paſture &c. Together with all and ſingular the ways, paſſages, profits, commodities, advantages and appurtenances whatſoever, to the ſaid ſeverall Cloſes and Grounds, and every or any of them belonging or in any wiſe appertaining, or with them or any of them, now or heretofore uſually occupied, demiſed or enjoyed, or accepted, reputed, taken or known, for or as part or parcel of them or any of them. And the reverſion and reverſions, remainder and remainders, rents and yearly profits whatſoever, of all and ſingular the ſaid Cloſes and Premiſes before mentioned, and of every of them, To have and to hold the ſaid Cloſes, Fields, Grounds, Hereditaments, and all and ſingular other the premiſes, with their and every of their appurtenances before by theſe preſents demiſed, or mentioned to be hereby demiſed, granted, bargained or ſold, and every part and parcel thereof, unto the ſaid I.W. his executors, adminiſtrators and aſſigns, from the &c. day of &c. next enſuing the date of theſe Preſents, unto the full end and term of 99 years, from thence next enſuing, and fully to be compleat and ended: Yielding and paying therefore yearly unto the ſaid W. Lord M. Sir F.G. and E. W. their heirs or aſſigns, one Pepper-Corn onely at the &c. if the ſame be demanded. Provided always, and it is fully agreed between the ſaid parties to theſe preſents, and

every of them, That if the ſaid E. Earl of B. the Lady L. Counteſſe of B. W. Lord M. Sir F. G. and E. W. or any of them, their or any of their heirs, executors, adminiſtrators and aſsigns, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid I. W. his executors, adminiſtrators or aſſigns, the ſum of &c. in or upon the *&c.* at or in the *&c.* between the hours of *&c.* That then this preſent Demiſe, Grant, Bargain and Sale ſhall be utterly void, fruſtrate, and of none effect, any thing herein before contained to the contrary thereof in any wiſe notwithſtanding. *For payment of the money.*

And that the ſaid E. Earl of B. the Lady L. Counteſs of B. W. Lord M. Sir F. G. and E. W. or ſome of them, their or ſome of their Heirs, Executors, Adminiſtrators or Aſsigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid I. W. his Executors, Adminiſtrators or Aſsigns; the ſaid ſum of *&c.* in or upon the *&c.* at or in the place aforeſaid, and between the hours of *&c.* according to the true intent and meaning of theſe preſents. And further, That the ſaid Cloſes, Grounds and other the premiſes, before, in and by theſe preſents mentioned to be demiſed, granted, bargained, and ſold, now are and be, and ſo during the whole term of *&c.* hereby granted, bargained and ſold, ſhall be, remain and continue of the clear yearly value of *&c.* over and above all charges and Reprizes. And moreover if default be made in payment of the ſaid ſum of *&c.* herein before in the ſaid proviſo mentioned, or any part thereof, at the day, time and place before mentioned and limited for the payment thereof: That then the ſaid I. W. his Executors, Adminiſtrators and Aſsigns, and every of them, ſhall and may *For the quiet enjoying of the premiſſes upon default.*

from time to time, and at all times during the said term of &c. peaceably and quietly have, hold, use, occupy, possess and enjoy the said Grounds, Lands, Tenements, Hereditaments, and all other the premisses herein before mentioned to be demised, granted, bargained or sold, with all and singular their and every of their appurtenances, and every part thereof, without the let, sute, trouble, denial, disturbance, expulsion or interruption of the said E. Earl of B. the Lady L. &c. W. Lord M. Sir F. G. and E. W. and of all and every other person or persons whatsoever, and discharged of and from all other bargains, sales, gifts, grants, leases, statutes, recognizances, extents, judgements and all charges, estates, titles, troubles and incumbrances whatsoever, had, made, committed, suffered or done, or to be had &c. by the said E. Earl of B. the Lady L. Countess of &c. W. Lord M. Sir F. G. and E. W. or any of them, or by any other person or persons whatsoever. And further, that if default be made in payment of the said sum of &c. or any part thereof, at the day, time and place aforesaid, that then the said E. Earl of B. the Lady L. Countess of B. W. Lord M. Sir F. G. and E. W. their Heirs, Executors, Administrators and Assigns, and all and every other person or persons lawfully, having, claiming, or pretending to have or claim any manner of estate, right, title, interest, claim or demand whatsoever, of, in or to the said Closes, Grounds, Hereditaments and premises, or any part thereof, shall and will make, do, suffer and execute, or cause and procure to be done, made, suffered and executed, all & every such further lawfull and reasonable act and acts, thing and things, device and devices in Law whatsoever, for the further, better and more perfect assurance, surety, sure-making and con-

For further assurance upon default.

conveying of the ſaid Cloſes, Grounds and premiſes, with the appurtenances, and every part thereof, unto the ſaid I. W. his executors, adminiſtrators and aſſigns, during the ſaid term of ninety and nine years, according to the intent and meaning of theſe preſents; as by the ſaid I. W. his Executors or aſſigns, or by his or their Council learned in the Law, ſhall be reaſonably deviſed or adviſed and required. And the ſaid W. Lord M. Sir F. G. and E. W. for themſelves ſeverally, and not jointly, nor one of them for each other, their ſeveral heirs, executors, adminiſtrators and aſſigns, and for every of them reſpectively, do covenant, promiſe and grant to and with the ſaid I. W. his executors, adminiſtrators and aſſignes, and every of them by theſe preſents; That if default of payment be made of the ſaid ſumm of &c. or any part thereof, at the day, time and place aforeſaid, That then the ſaid I. W. his executors, adminiſtrators and aſſigns, ſhall and may from time to time and at all times during the ſaid term of &c. peaceably and quietly have, hold, poſſeſs and enjoy the ſaid Cloſes, Grounds and other the premiſes before mentioned, to be hereby demiſed, granted, bargained or ſold, without the lawfull let, ſute, trouble, denial, diſturbance, expulſion, eviction, or interruption of them the ſaid W. Lord M. Sir F. G. and E. W. ſeverally, their and every of their ſeveral and reſpective heirs and aſſigns, or any of them, or of any other perſon or perſons, lawfully claiming in, by, from or under them or any of them reſpectively, as aforeſaid; And diſcharged and clearly acquitted of and from all former Bargains, Sales, Gifts, Grants, Statutes, Recognizances,, Extents, Judgments, and of and from all other Charges, Eſtates, Titles, Troubles, and Incumbrances whatſoever, had, made, committed, ſuffered or done by the ſaid W. Lord M. Sir F. G. and

E. W. or any of them respectively, their or any of their several heirs, executors, administrators or assigns, or any other person or persons, claiming or to claim, in, by, from or under them or any of them severally and respectively, their or any of their several estates, act, title, means, consent or procurement. In witness whereof, the parties first above-named, to these present Indentures have interchangeably set their hands and seals. Given the day and year first above written, *Annoq; Domini* 1634.

A Covenant that after the default of Payment, the Possession of Lands in Morgage shall be delivered to the Morgagee, and also all Deeds and writings concerning the same.

AND the said A. B. for himself, *&c.* That he the said A. B. his heirs and assigns, shall and will upon reasonable request to him or them to be made, after default shall happen to be made of or in any of the payments aforesaid (if it shall happen so to fall out) deliver or cause to be delivered unto the said C. B. his heirs and assigns, the quiet and peaceable possession and seizin of all and singular the before bargained premises; And shall then also after such default of payment within one moneth then next ensuing, deliver and cause to be delivered unto the said C. D. his heirs and assigns, as well all and singular the Letters, Patents, Deeds, Evidences, Writings, Escripts, and Monuments before by these presents bargained and sold, as also all the true Copies of all such other Deeds and writings, as do touch and concern the before bargained premises, or any part thereof. Together with any other Lands, Tenements or Hereditaments not before mentioned: The said Copies to be written at the costs of the said D. his heirs and assigns.

A

A Letter of Atturney upon Covenant.

TO all Christian people, *&c.* I O.B. of, *&c.* Son and executor of A. B. &c. Whereas by one Indenture bearing date, &c. made between the said A. B. on the one part, and C. D. of &c. on the other part: There are diverse Covenants contained on the part and behalf of the said C. D. his executors and administrators, to be kept and observed, touching a Lease granted to the said A.B. by the Dean and Chapter of the Collegiate Church of &c. of a certain Tenement lying in the precincts of *Saint Martins le grand* in *London*, and covenanted to be transferred over by the said A. B. to the said C. D. as by the same Indenture, whereunto relation being had, more at large may appear. Now know ye, that I the said O.B. for divers good causes and considerations me moving, and especially for that it appeareth by the said Indenture that the name of my said Father was used only in trust for the benefit of E.D wife of the said C. D. and their issue, have made, ordained, constituted, and in my stead and place put and appointed my well beloved friend E. H. of &c. to be my true and lawfull Atturney for me, and in my stead and name it need require, to sue, implead and prosecute the said C. D. his executors or administrators, for or upon the breach or not performance of all or any the said Covenants in the said Indenture specified; and to have, receive and take for the use of &c. aforesaid, all such benefit summ and summs of Money, commodity and advantage whatsoever which shall be recovered or gotten by means of any such sutes, actions or proceedings to be brought or commenced concerning the same; And all and other act and acts, thing and things whatsoever, which shall be needfull to be done in and about the Premises, the same for me and in my stead and name, to do, execute and perfrom

form in ſuch like large and ample manner and form, to all intents and purpoſes as I my might or could do, if I were there perſonally preſent. And whatſoever lawfull actions, ſutes, proceſſe and proceedings ſhall be hereafter commenced, ſued or proſecuted by the ſaid E. D. or his aſſigns, againſt the ſaid C. D. his executors or adminiſtrators, touching the premiſes, I promiſe to allow, maintain, juſtifie and confirm by theſe preſents, without releaſing or diſcharging the ſaid C. D. his executors or aſſigns, of the Covenants aforeſaid, or any of them, or of any ſute, proceſſe or proceeding thereupon to be brought or commenced. In witneſſe &c.

An Aſſignment, with a Proviſo, to have the Leaſe again upon payment of a ſumm of money.

THis Indenture made &c. between G. B. of &c. of the one part, and W. H. of &c. of the other part. Whereas one R. G. and his wife, by their Deed Indented, bearing date &c. for the conſideration in the ſaid Deed indented expreſſed, did demiſe, grant and to farm let unto the ſaid G. B. all that the Moity and half deal of the Mannor of D. with the appurtenances, ſet, lying and being in &c. and the Moity and half deal of all their Meſſuages, Dove-houſes, Edifices, Buildings, Lands, Tenements, Rents, Reverſions, Services, Mills, Meadows, Leaſows, Paſtures, Woods, Under-woods, Commons, Heaths, Profits, Commodities and Hereditaments, to the ſaid Mannor of &c. belonging, ſet, lying and being within the Town, Fields, Pariſhes and Hamlets, of C. N. D. within the ſaid County of G. or accepted, reputed or taken &c. To have and to hold, &c. with divers Covenants, Articles, Agreements and Reſervations in the ſaid Indenture contained, as by

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the ſaid Indenture &c. Now this Indenture witneſſeth, that the ſaid G. B. for divers and ſundry &c. Hath given, granted, aliened, aſſigned, and ſet over, and by theſe preſents doth, &c. as well the ſaid Moity, &c. as alſo all the eſtate, right, title, uſe, intereſt, poſſeſſion, claim and demand whatſoever, of the ſaid G. B. had and made, as is aforeſaid, To have and to hold, the ſaid Moity and half deal of the ſaid Mannor of D. with th'appurtenances, and all the eſtate, right, title, uſe, intereſt, claim, poſſeſſion and demand whatſoever of the ſaid G. B. &c. Provided nevertheleſſe, and it is agreed between the ſaid parties to theſe preſents, That if the ſaid G. B. his heirs, executors, or aſſigns, or any of them, do at any time hereafter pay and deliver or cauſe to be paid and delivered unto the ſaid W. H. his executors or aſſigns, or any of them, the ſum of &c. of lawfull money of *England*, at one entire payment, at or in the Church-porch of the Pariſh-Church of C. aforeſaid, within the ſaid County of G. or at or in the place where the ſaid Pariſh-Church now ſtandeth, that then and from thenceforth, as well this preſent Grant and Aſſignment, and every Clauſe, Article and Sentence herein contained, to be utterly void, fruſtrate and of none effect: as alſo, that then, and from thenceforth, the ſaid Moity of the ſaid Mannor of D. and all other the premiſes whatſoever, with their appurtenances, and every part and parcel thereof by theſe preſents aſſigned and ſet over unto the ſaid W. H. ſhall come and be to the ſaid G. B. his executors and aſſigns, for and during all the number of years that ſhall (at the time of the payment to be had and made in manner and form aforeſaid) be then to come and unexpired of the ſaid term of &c. years granted unto the ſaid G. B. his executors, and aſſigns as is aforeſaid; as though this preſent Indenture of Aſſignment of the premiſes had not been had or made, In witneſſe &c.

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A Revoking of a pretended Contract of Matrimony.

LEt all men know and take notice by these presents, That we F.D. of S. and I. H. of &c. being desirous to have matters cleared between us concerning such proceedings as have been about treaty of Marriage between us, and that we both, notwithstanding any pretence of contract between us, may hereby declare and manifest to all people, That there was no absolute contract or engagement between us at any time for Marriage of each other, but that we are free one from the other in that kind, and may each of us freely marry with others. We do therefore freely and without any compulsion, declare, manifest, and make known unto all people, That we the said F.D. and I.H. were never absolutely contracted together in any contract of Matrimony, neither did we nor any of us profess or declare that we would marry each other; unless, &c. (our Friends &c.) we do therefore hold our selves no ways to be tyed or obliged each to other in any manner of contract of Matrimony, or for Marriage each of other; and therefore we do hereby freely and absolutely release and discharge each other, of & from all and all manner of contracts, of or for Marriage heretofore had, or pretended to be had or made between us; and we do hereby freely and fully release, acquit and discharge each other of us, and of and from all manner of actions, sutes or claims prosecuted, or which may be begun or prosecuted in any Court, Ecclesiastical or Civil, concerning the premises. And in testimony of our free and full consents herein, we the said F. D. and I. H. have hereunto subscribed our names the day of &c.

An Assignment of Lands taken upon an Extent.

THis Indenture made the &c. Between T. H. of &c. and W. W. of &c. of the one party, and

I. B.

I. B. of &c. of the other party. Whereas the ſaid T. H. lately recovered by Judgement in his Majeſties Court of Kings Bench, the ſumm of &c. againſt T. C. of B. &c. & thereupon the ſaid T. H. in Michaelmas Term laſt, did take and ſue forth execution by Writ of *Eligit*, directed to the then Sheriff of the ſaid County of W. Whereupon by Inquiſition, and by the Jurors then and there ſworn, taken by the ſaid Sheriff at the City of &c. The day of &c. Amongſt other things it was found, That the ſaid T. C. at the time of the ſaid Inquiſition, was poſſeſſed for and during the term of &c. years then to come, of and in one Meſſuage or Tenement, and divers parcels of Land, Meadow and Paſture, to the ſaid Meſſuage or Tenement belonging or appertaining in C. in the ſaid Pariſh of &c. as his proper goods; Which ſaid term and intereſt of the ſaid T. C. of or in the ſaid Meſſuage or Tenement, the Jury at the time of the ſaid Inquiſition, did apprize and value at &c. pounds; Which ſaid term of years the ſaid Sheriff the day of the ſame Inquiſion, did deliver to the ſaid T. H. at the price and apprizance aforeſaid; To hold unto the ſaid T. H. and his aſſigns; as his proper goods and Chattels, according to the form of the Statute in that behalf made: and as parcel of the ſame debt and damages of the ſaid T. H. recorded, as aforeſaid; And the ſaid Jurors alſo found, That the ſaid T. C. was at the time of the ſaid Inquiſition, ſeized in his demeſn, as of Fee, of and in one Meſſuage, and divers parcels of land, Meadow and Paſture to the ſaid Tenement belonging or appertaining, lying and beng in B. &c. found by particular names and quantities, and then valued by the ſaid Jurors to be worth &c. yearly; the Moity of which ſaid Meſſuages and premiſes in B. by particular names and quantities, the ſaid Sheriff did then alſo deliver unto

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the ſaid T. H. at the rate and apprizement aforeſaid: To hold to the ſaid T. H. and his Aſſigns, at his freehold, according to the form of the Statute made on that behalf, until the reſidue of the ſaid debt of &c. ſhould be thereby fully levyed, as by the ſaid inquiſition more particularly and at large it doth and may appear. Which ſaid debt ſo recovered by the ſaid T. H. and the ſaid execution thereupon, was nevertheleſs in truſt for the ſaid W. W. party to theſe preſents, and was the proper money of the ſaid W. W. aſſigned to him the ſaid T. H. as part of the Marriage-portion of &c. Now witneſſeth theſe preſents, That the ſaid W. W. and T. H. as well for and in conſideration of the ſum of &c. paid unto the ſaid W. W. as alſo for divers good cauſes and conſiderations them thereunto moving, have granted, aſſigned and ſet over and by theſe preſents doe grant, aſſign and ſet over unto the ſaid I. B. all that the ſaid Meſſuage or Tenement, Lands and premiſes in C. aforeſaid; and all the eſtate, intereſt, title and term of years yet to come; which the ſaid W. and T. H. hath, or either of them hath or have, or might have, of, in, or unto the ſaid Meſſnage, Tenement, Lands and premiſes, and every or any part thereof, by the ſaid Extent or Inquiſition aforeſaid, or otherwiſe. And alſo all that the Moity or half deal or part of the ſaid Meſſuage or Tenement, Lands and premiſes in B. aforeſaid; and all the eſtate and intereſt which the ſaid W. W. and T. or either of them, have, hath or might claim, of in or unto the ſaid Meſſuage, Lands, and premiſſes in B. or any part or parcel thereof, in as large, ample, and beneficial manner, to all intents and purpoſes, as the ſaid W. W. or T. H. or either of them, have, hath or might hold, claim or enjoy the ſame, &c. And the ſaid W. W. and T. H. do ſeverally, and not jointly, each one for himſelf, his Executors and Adminiſtrators

ſtrators covenant, promiſe and agree to and with the ſaid I. B. his executors &c. that the ſaid I. B. his &c. ſhall and may from henceforth quietly hold, occupy and enjoy all and ſingular the premiſes, and every part therof, free from any former grants, charges, aſſignment and incumbrances of the Premiſes, or any part thereof, made by the ſaid W &c. or any claiming from &c. And the ſaid I. B. doth likewiſe by theſe preſents for himſelf, his executors, &c. covenant, promiſe and agree to and with the ſaid W. &c. That he the ſaid I. B his executors &c. ſhall and will ſave, defend and keep harmleſs the ſaid W. W. and T. H. their executors, &c. of and from all manner of ſutes, troubles, charges, expences, and ſumms of money, which the ſaid W. &c. ſhall be from henceforth at, put unto, ſuſtain, disburſe or undergo, for or by reaſon of the ſaid extent, or any matter or thing therein contained, or that might come to happen to the ſaid W. &c. for or by reaſon of the eſtate which they or any of them had by extent aforeſaid, or any the premiſes hereby aſſigned, or by any occaſion or reaſon riſing or growing there from or by occaſion thereof. In witneſs, &c.

A Charter party of a Ships Voyage.

THis Charter parry intended, made the &c. in he &c. Between L. K. Maſter of a Ship or Bark, called *The Flower de luce* of P. in the County of D. of the Burthen of one hundred Tuns, or thereabouts, of the one part: and C. W. and B. S. Merchants, of &c. Witneſleth, That the ſaid Maſter hath demiſed, granted, and to freight-letten, and by theſe preſents doth demiſe, grant, and to freight-let unto the ſaid Merchants, their Factors and Aſſigns, all that the ſaid Ship or Bark, with her Tackling, appurtenance and her apparell thereunto belonging or appertaining

taining, for and during one whole Voyage with the ſame Ship to be done and made in manner and form following (that is to ſay) the ſaid Maſter covenanteth, granteth and agreeth, to and with the ſaid Merchants and every of them, That the ſaid Ship or Bark, named *The Flower de luce*, now being preſſed and ready within the Port of the ſaid Town of S. ſhall with the firſt good wind and apt weather (as God ſhall ſend) next after the date hereof, make ſail and ſails from thence directly towards and unto the Key of the City of *Roan*, under the Dominion of the *French* King; and there to tarry and abide by the ſpace of &c. days current: During the which ſpace the ſaid Maſter covenanteth there to receive into the ſaid Ship, Wares and other Merchandize, ſuch as it ſhall then beſt pleaſe the ſaid Merchants, their Factors or Aſſigns, there to load to a compleat and full loading of the ſaid Ship. And the ſaid Merchants and every of them, covenant to and with the ſaid Maſter, to load or cauſe to be loaden there, within the ſaid ſpace, Wares and ſuch other Merchandize, as it ſhall then beſt pleaſe the ſaid Merchants, or their Factors, for their moſt profit, to the compleat and full loading of the Ship, as is aboveſaid. And moreover, the ſaid Maſter covenanteth, concordeth, bargaineth and agreeth to and with the ſaid Merchants and every of them, that the ſaid Ship with her ſaid loading laden in her within the ſaid place, ſhall with the firſt good wind and apt weather (as God ſhall ſend) next after the ſaid &c. days be come and paſt, make ſail and ſails from thence directly towards and unto the ſaid Port of the ſaid Town of S. where the ſaid Ship ſhall with convenient ſpeed, after her there arrival, be diſcharged of her ſaid lading of Wares and other Merchandize laden in her, as aforeſaid; and the ſame out of the ſaid Ship there ſo diſ-

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charged, ſhall be delivered unto the ſaid Merchants or the owners thereof, as ſafely and well conditioned, (God ſending the ſaid Ship in ſafety.) And the ſaid Merchants, and every of them, covenant to and with the ſaid Maſter then and there to receive the ſaid loading laden in her as aforeſaid: and at the right diſcharge thereof, to pay or cauſe to be paid to the ſaid Maſter, or his Aſſigns, the ſum of &c. and alſo to pay during the ſaid Voyage, Windage, Groundage, Pilotage and Loadmanage, and all other arrerages, as in *Engliſh* ſhips are accuſtomed. And the ſaid Maſter covenanteth that the ſaid ſhip is, and during the ſaid Voyage ſhall be, ſtiff, ſtrong and ſtanch, well and ſufficiently victualled, rigged and apparelled, with ſufficient Marriners for the ſafe conducting of the ſaid Ship, and keeping of the Merchants goods during the ſaid Voyage. In witneſs, &c.

A Morgage of Lands upon money &c. for years.

THis Indenture made the &c. between T. A. of &c. of the one part; and T. M. Vintner and Citizen of *London*, of the other part, Witneſſeth, that the ſaid T. A. for and in conſideration of the ſum of &c. of lawfull monie of *England* in hand paid unto him the ſaid T. A. by the ſaid T. M. at and before the enſealing and delivery of theſe preſents; the receipt whereof the ſaid T. A. doth hereby acknowledge, and thereof and of every part thereof doth hereby alſo clearly acquit and diſcharge the ſaid T. M. his heirs and aſſigns: and for divers other good cauſes and conſiderations him the ſaid T. A. thereunto moving, Hath demiſed, granted, bargained, and to farm-letten, and by theſe preſents doth &c. unto the ſaid T. M. his Executors, Adminiſtrators and Aſſigns, all thoſe three ſeveral paſtures of grounds, lying in S. within the parts of *Holland*, in the County of L. containing

by eſtimation, &c. be they more or leſs, now or late in the tenure or occupation of one I. B. his Aſſignee or Aſſignees, To have and to hold the ſaid three Paſtures, and every part and parcel thereof, with their and every of their appurtenances, unto him the ſaid T. M. his Executors and Aſſigns, from the Feaſt of, &c. now next enſuing the date of theſe preſents, for, during, and untill the full end and term of 99. yeares, from thence next enſuing and fully to be computed, compleat and ended, Yielding and paying therefore yearly, during the ſaid term, unto the ſaid T. A. his Heirs, Executors, Adminiſtrators or Aſſignes, one Pepper-Corn, if it be lawfully demanded, at or on the Feaſt-day of Saint *Michael* the Arch-angel. And it is hereby concluded and agreed by and between the ſaid parties to theſe preſents, and the ſaid T. A. doth for himſelf, and A. his wife, their Heirs, Executors, &c. covenant, promiſe and agree, to and with the ſaid T. M. his Executors, Adminiſtrators and Aſſigns, that it ſhall and may be lawfull to and for the ſaid T. M. his Executors, Adminiſtrators and Aſſigns, quietly and peaceably to have, hold, occupy, poſſeſſe and enjoy all and ſingular the ſaid three paſtures or grounds and premiſſes, with their and every of their appurtenances, from time to time, and at all times hereafter during the ſaid term, without the lawfull let and interruption of him the ſaid T. A. and A. his wife, their and either of their Heirs, Executors or Aſſignes, or of any other perſon or perſons whatſoever, lawfully claiming from, by, or under them or either of them; And alſo freed and diſcharged of, and from all and all manner of former Bargains, Sales, Gifts, Grants, Judgements, Executions and other charges of Incumbrances whatſoever, had, made, done or ſuffered, by them, or either of them. Provided always, and it is nevertheleſſe agreed and concluded by and between the ſaid parties to theſe preſents, and

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it is the true intent and meaning thereof, That if the ſaid T. A. his Executors, Adminiſtrators &c. or either of them, ſhall well and truly pay or cauſe to be paid unto the ſaid T. M. his Executors, Adminiſtrators or Aſſigns, the full and entire ſumme of &c. of lawfull money of *England*, on the day of &c. next enſuing the date of theſe preſents, at or in &c. That then this preſent Indenture, Demiſe and Grant, and every Clauſe and Article therein contained, ſhall ceaſe, determine, be void and of none effect; any thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding. In witneſs &c.

An Indenture of Bargain and Sale of a Mannor, with neceſſary Covenants.

THis Indenture made the &c. Between I. W. of &c. on the one part; and R. D. of &c. and B. his Wife on the other part, Witneſſeth &c. Hath granted, alienated, bargained and ſold, and by theſe preſents doth grant, alien, bargain and ſell unto the ſaid R. D. and B. his wife, their Heirs and Aſſigns, all that the Mannor of &c. with the appurtenances in the County of *Eſſex*: And all Lands, Tenements and Hereditaments, with the appurtenances whatſoever, by what name or names ſoever the ſame or any of them be known or called, now in the tenure or occupation of W. E. or his Aſſigns. Together with all and ſingular the Lands, Tenements, Profits, Commodities and Hereditaments to the ſaid Mannor of H. belonging or in any any wiſe appertaining, or with the ſame at any time heretofore demiſed, uſed or occupied, or reputed, taken, occupied or known as any part, parcel or member thereof. And all other his Meſſuages, Lands, Tenements and Hereditaments whatſoever, lying and being in the Pariſhes of &c. or

in any of them in the ſaid County of E. And all and ſingular the reverſion and reverſions, remainder, and remainders of them, and every of them; and all Rents reſerved upon any Demiſe or Leaſeof them, or any part of them; And alſo all the eſtate, right, title or intereſt, uſe, poſſeſſion, claim and demand whatſoever, which he the ſaid I. W. now hath, may, might, ſhould or in any wiſe ought to have, of, in and to all and ſingular the ſaid bargained premiſſes, or any part thereof; Together with all and ſingular Evidences, Deeds, Eſcripts, Charters, Writings, Court Rolls, Books of Survey and Monuments whatſoever concerning the ſame, as be now in the hands, cuſtody and poſſeſſion of the ſaid I. W. or in the hands, cuſtody and poſſeſſion of any other perſon or perſons whatſoever, to his uſe, by his deliverie, or which he may lawfully get or come by without ſute in Law. And the ſaid I. W. doth covenant, promiſe and grant for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, to and with the ſaid R. D. and B. his wife, their Heirs and Aſſignes, upon reaſonable requeſt, to deliver or cauſe to be delivered unto the ſaid R. D. and B. or either of them, their or either of their Heirs or Aſſigns, at or before the Feaſt-day of Saint *Michael* the Archangel, next enſuing the date of theſe preſents, true Copies of all ſuch Evidences and Writings as concern the ſaid Lands, together with any other Lands of the ſaid I. W. to be written at the coſts and charges of the ſaid R. and B. or either of them, their heirs or aſſignes. To have and to hold all and ſingular their ſaid Mannor of H. Lands, Tenements, and all other the aforeſaid premiſſes, with all and ſingular their appurtenances, before in and by theſe preſents bargained and ſold, and every part and parcel thereof, unto the ſaid R. D. and B. his Wife, their heirs and aſſigns

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Assigns for ever. And the said I. W. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said R. D. and B. his wife, their Heirs and Assignes, by these presents in manner and form following (that is to say) That he the said I. W. at the time of the ensealing and delivery of these presents, is and standeth lawfully and sufficiently seized of such a good, perfect, lawfull and absolute and indefeazible estate of inheritance in Fee-simple, or Fee tail, and no Reversion or Remainder thereof in the Kings Majesty, and to his and their own use and uses, without any manner of condition or limitation of any other use or uses, to alter, change or determine the same estate, of and in the said Mannor, Lands, Tenements and Hereditaments, and all other the aforesaid premisses, before, in and by these presents mentioned or intended to be granted, aliened, bargained and sold, as he the said I. W. can and may lawfully and sufficiently grant, convey and assure all and singular the said Mannor of H. Lands, Tenements and Hereditaments, and all other the aforesaid premisses, with all and singular the appurtenances, unto the said R. B. his Heirs and Assignes for ever, according to the true intent and meaning of these presents. And also the said I. W for himself &c. doth covenant, promise and grant, to and with the said R. D. and B. his wife, and either of them, their and either of their Heirs and Assigns by these presents, that all and singular the said Mannor of H. Lands, Tenements, and all other the foresaid premisses, with the appurtenances, before, in and by these presents granted, aliened, bargained and sold, and every part and parcel thereof, at the

That he is seised in fee, and hath power to grant.

That the premisses are discharged of Incumbrances.

time of the enſealing and delivery of theſe preſents, are and be, and at all times hereafter ſhall be, remain, and continue clearly acquitted, exonerated and diſcharged, or otherwiſe upon requeſt ſufficiently ſaved and kept harmleſs, of and from all and all manner of former bargains, ſales, giſts, grants, leaſes, rents, charges and arrerages of rents, duties, titles, troubles and incumbrances whatſoever, had, made, committed, ſuffered or done, or to be had, made, &c. by the ſaid I. W. his Heirs or Aſſigns, or by any other perſon or perſons whatſoever, by his or their means, acts, titles, conſents and procurements; except one Leaſe, &c. And alſo that they the ſaid R. D. and B. his wife, and either of them, their and either of their Heirs and Aſſigns, and every of them, ſhall and may at all times hereafter, and from time to time for ever, according to the true intent and meaning of theſe preſents, peaceably, lawfully, and quietly have, hold, uſe, occupy, poſſeſs and enjoy all and ſingular the ſaid Mannor of H. Lands, Tenements and all other before bargained premiſſes, with all and ſingular their appurtenances, before, in and by theſe preſents mentioned to be granted, aliened, bargained and ſold, and every part and parcel thereof, without any manner of lawfull let, ſute, trouble, eviction or diſturbance of the ſaid I. W. or his Aſſigns, or of any other perſon or perſons whatſoever, claiming or lawfully having, or which ſhall hereafter have any manner of eſtate, right, title, charge or intereſt, of, in or to the ſaid Mannor, and all other the premiſſes; or of, in or to any part or parcel thereof, by, from, or under the ſaid I. W. his heirs or aſſigns (all ſuch perſons as do claim by force of the Leaſe before excepted, only excepted) And furthermore, that the ſaid Mannor of H. and all other the aforeſaid premiſſes, or any part or parcel thereof are not holden of his Majeſty

jeſty, *in capite*, whereby any licence of alienation ſhall be needfull to be had or ſued forth, for the bargaining, ſale, conveying and aſſuring of the ſaid Mannor and other the premiſſes, unto the ſaid R. D. and B. their Heirs and Aſſigns: Nor that the ſaid R. D. his Heirs or Aſſignes, ſhall at any time or times hereafter be Ward or Wards unto our ſaid Soveraign Lord the Kings Majeſty, his Heirs and Succeſſors, for or in reſpect of the ſaid Mannor of, &c. And all other the premiſſes or any part or parcell thereof. And alſo the ſaid I. W. for himſelf, his Heirs, Executors, and Adminiſtrators, doth covenant, &c. That the ſaid I. W. and M. now his wife, and the Heirs and Aſſigns of the ſaid I. and all and every other perſon and perſons whatſoever, now having or lawfully claiming, or which ſhall hereafter rightfully claim any manner of eſtate, right, title or intereſt, of, in and to the ſaid Mannor, and all other the ſaid premiſſes, or any part or parcel thereof, by, from or under the ſaid I. W. his Heirs and Aſſignes, except ſuch perſon or perſons as ſhall claim by force of Leaſe before excepted, ſhall and will at all times hereafter, for and during the term of three years next enſuing the day of the date of theſe preſents, doe, make, acknowledge, execute and ſuffer, or cauſe to be made, done, knowledged, executed and ſuffered, all and every ſuch further lawfull act and acts, thing and things, deviſe and deviſes, conveyances and aſſurances in the Law whatſoever, with warranty againſt him the ſaid I. W. and his Heirs, for the further and more aſſurance and ſure making of the ſaid Mannors, Lands, Tenements, and of all and ſingular other the premiſſes, with the appurtenances, and every part and parcel thereof, to be had and made ſure unto the ſaid R. D. and B. their Heirs and Aſſigns for ever abſo-

Covenant for further aſſurance.

lutely without any manner of condition or other limitation; be it by fine or fines with Proclamation, with warranty againſt him the ſaid I. W. his Heires and Aſſigns, recovery with double and ſingle Voucher or Vouchers, Deed or Deeds enrolled, the Enrolment of this preſent Feoffment, with warranty againſt him the ſaid I. W. his Heirs or Aſſigns, releaſe with confirmation with the like warranty or without warranty, or by any or as many of the deviſes, wayes and means aforeſaid, as by the ſaid R. D. and B. or either of them, their Heirs or Aſſigns, or by their or any of their Councel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required, at the only coſts and charges of the ſaid R. D. and B. their Heirs and Aſſigns; ſo that the ſaid I. nor M. his wife, be not compelled to travel from his or their homes or uſual places of abode, further than the Cities of *London* and *Weſtminſter* about the ſame aſſurances. And moreover, the ſaid I. W. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant promiſe & grant, to and with the ſaid R. D. and B. and either of them, and to and with the Heirs and Aſſignes of either and every of them by theſe preſents in manner and form following (that is to ſay) that if it ſhall happen at any time within Twelve years next after the date hereof, the ſaid R. D. and B. and either of them, their or either of their Heirs or Aſſignes, to be lawfully evicted of or from the ſaid Mannor, or any of the Lands, Tenements, and other the aforeſaid premiſſes, without any fraud or coven of the ſaid R. D. and B. or either of them, their Heirs or Aſſignes, by reaſon of any right, title, eſtate or intereſt to be had or made by R. W. the Grandfather, or I. W. the Father of the ſaid I. or the ſaid I. or by any other perſon or pre-

If the Buyer be lawfully evicted within 12 years, the Sellers to pay 5l. an Acre.

persons, claiming in, by or under their or any of their estates, titles or interests: That then he the said I. his Heirs, Executors or Administrators, or some of them, shall and will within six moneths next after such eviction so to be had of the said Mannor, or of any other the premisses, or any part or parcel thereof, upon reasonable request to be made at or in the &c. well and truly pay or cause to be paid unto the said R. D. and B. their Heirs and Assigns, for every Acre five pounds, and so after that rate, and rate-like, and that without fraud, coven, or further delay. In witness, &c.

An Indenture to lead the use of a Fine.

THis Indenture made the, &c. Between F. G. of &c. of the one part, and R. W. of &c. of the other part: Whereas it is condescended unto and agreed between the said F. G his Heirs, &c. and the said R. W. his Heirs &c. that the said F. G. his Heirs shall from time to time during two years next insuing the date of these Indentures, do, cause, suffer and make such assurance of his Mannors of M. and S. in the Countie of D. and of the Advowson of the Church of A. and of all his Lands, Tenements, Rents, Reversions, Services and Hereditaments whatsoever in M. and D. in the Countie of D. in such manner and form, as by the said R. W. his heirs and assigns, or his or their Councel learned in the Law, shall be reasonably devised, advised or required, at the costs and charges of the said R. W. Now witnesseth this Indenture, That the said R. W. hath devised, that the said F. G. at the Term of Saint *Hillary* next ensuing the date above written, shall levy and acknowledge one fine &c. of the said Mannors, Lands, Tenements, Advowsons, and all other the premisses,

miſſes, to the ſaid R. W. and his Heirs in due form of Law: which fine ſo to be had, levied and executed, touching and concerning the ſaid Mannor of M. &c. and all the Lands, Tenements, Meadows, Leaſows, Paſtures and Hereditaments, with the appurtenances, to the ſaid Mannor of M. &c. belonging, The ſaid F. G for himſelf and his heirs, doth covenant and grant, to and with the ſaid R. W. by theſe preſents, ſhall ſtand and be to the uſe of the ſaid F. G. during his life, without impeachment of waſte; and after his deceaſe, to the uſe of the ſaid R. W. and D. his wife, and of the heirs of the ſaid R. on the body of the ſaid D. lawfully begotten; and for default of ſuch iſſue, to the right heirs of the ſaid R. W. for ever. And which fine ſo to be levied and executed, touching and concerning all the reſidue of the premiſſes, The ſaid F. G. for him and his heirs, doth covenant and grant, to and with R. W. by theſe preſents, That the ſaid fine ſhall ſtand and be to the uſe of the ſaid F. G. and I. now his wife, and the heirs of the ſaid F. upon the body of the ſaid I. begotten. And for default of ſuch iſſue, then to the uſe of the ſaid R. W. and D. and of the heirs of the body of the ſaid R. and D. between them lawfully begotten; and for default of ſuch iſſue, then to the right heirs of the ſaid R. W. for ever. In witneſs, &c.

An Indenture of Demiſe of divers Lands, &c. in conſideration of a ſumm of money, paying a Pepper-corn yearly.

THis Indenture made the third day of *May*, 1649. &c. Berween Sir T. B. of D. in the County of &c. Knight and Baronet and M. H. of D. aforeſaid, Gentleman, Servant to the ſaid Sir T. B. of the one part; and Sir W. T. of C. in the County of N. Knight, of

of the other part, Witneſſeth, That the ſaid Sir T. B. and M. H. as well for and in conſideration of the ſum of, &c. of lawfull money of *England* to them in hand paid before the enſealing and delivery hereof, by the ſaid Sir W. T. whereof and wherewith the ſaid Sir T. B. doth acknowledge himſelf ſatisfyed, contented and paid, and thereof, and of every part and parcel thereof, doth acquit and diſcharge the ſaid Sir W. T. his Heirs, Executors, and Adminiſtrators, and every of them, by theſe preſents; as alſo for divers other good cauſes and conſiderations them hereunto moving, Have demiſed, granted, and to farm-letten, and by theſe preſents doe demiſe, grant, and farm-let, unto the ſaid Sir W. T. his Executors, Adminiſtrators and Aſſigns, all thoſe ſeverall Cloſes or parcels of Land, Meadow, Paſture and Arable, called or known by their ſeveral names following; (That is to ſay) One Cloſe or parcel of ground, called D. containing by eſtimation &c. acres, be the ſame more or leſs; And one other Cloſe or parcel of Land, called E. containing by eſtimation, &c. acres, be the ſame more or leſſe, And one Cloſe or Parcell of Land, called C. containing by eſtimation, &c. acres, be the ſame more or leſſe, &c. All and ſingular which ſaid Cloſes and parcels of Land, are ſituate, lying and being within the Fields, Pariſhes, Precincts and Territories of H. *alias* H. in the County of L. and are part and parcel, or reputed and taken to be part and parcel of the Mannor H. *alias* H. aforeſaid; And alſo all and ſingular Meſſuages, Tenements, Buildings, Orchards, Gardens, Commons, Common of Paſture, Waters, Fiſhings, Woods, Under-woods, Trees, Buſhes, Fences, Free-bords, Wayes, Eaſements, and all other Rights, Juriſdictions, Privileges, Franchiſes, Liberties, Profits, Conditions, Emoluments, and Hereditaments whatſoever, growing, ariſing, being, comming or iſſuing

ing in, upon or out of the premiſſes, and every part and parcel thereof, or to the ſame or any part thereof belonging or appertaining. To have and to hold all and ſingular the ſaid Cloſes and parcels of Land, and all and ſingular the premiſſes, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the ſaid Sir W. T. his Executors, Adminiſtrators and Aſſigns, from the firſt day of *May* laſt paſt, before the date hereof, unto the full end and term of One thouſand yeares from thence next immediately enſuing, and fully to be compleat and ended: Yielding and paying therefore yearly, during the ſaid term, unto the ſaid Sir T. B. his heirs or aſſignes, one Pepper-Corn, at the Feaſt of Saint *Michael* the Archangel only, if the ſame be lawfully demanded. And the ſaid Sir T. B. and M. H. for them, their Heirs and Aſſignes, do joyntly and ſeverally covenant, grant and agree to and with the ſaid Sir W. T. his Executors, Adminiſtrators and Aſſigns, and every of them by theſe preſents, That he the ſaid Sir W. T. his Executors, Adminiſtrators and Aſſigns, ſhall and may lawfully, peaceably and quietly have, hold, occupy, poſſeſſe and enjoy all and ſingular the premiſſes before by theſe preſents demiſed, and every part and parcell thereof, with their and every of their rights, members and appurtenances, without the lawfull let, ſute, trouble, eviction, expulſion, interruption or demand of or by the ſaid Sir T. B. and M. H. or the heirs or aſſigns of either of them, or of or by any other perſon or perſons, lawfully claiming from, by or under them or any of them, or their or any of their uſes; or by, from or under their or any of their title, eſtate, means or procurement; as alſo acquitted and diſcharged, or within convenient time after reaſonable requeſt thereof to be made, well and ſufficiently ſaved, and kept harmleſſe of and from all

and

and all manner of former or other Bargains, Sales, Eſtates, former Leaſes, Titles, Dowers, Rights or Titles of Dower, Jointures, Uſes, Entails, Wills, Rent-Charges, Rent-Services, Arrearages of Rents, Statutes, Recognizances, Judgements, Executions, Titles, Troubles, Charges and Demands whatſoever, had, made, done, committed, or wittingly and willingly ſuffered by the ſaid Sir T. B. and M. H. their Heirs or Aſſigns, or any of them, or of or by any other perſon or perſons whatſoever, lawfully claiming by, from or under them or any of them, or to their or any of their uſes, or by their or any of their titles, eſtates, means or procurement. In witneſs whereof, the parties firſt above-named to theſe preſent Indentures have interchangeably ſet their hands and ſeals the day and year firſt above-written.

An Indenture of re-demiſe of the former demiſed premiſſes to the ſame parties, reſerving the Rent of 250 l. with a Proviſo, that the ſame ſhall ceaſe upon the payment of the ſum of money in the former Demiſe ſpecified.

THis Indenture made the &c day of &c. beween Sir W. T. of G. in the County of N. Knight, of the one part, and Sir T. B. of D. in the Countie of N. Knight and Baronet, and M. H. of D. aforeſaid in the ſaid County of N. Gentleman, Servant of the ſaid Sir T. B. of the other part, Witneſſeth, That the ſaid Sir W. T. as well for and in conſideration of the yearly Rent hereunder reſerved, well and truly to be contented and paid in manner and form hereunder expreſſed; As alſo for divers other good conſiderations him at this preſent thereunto eſpecially moving, Hath demiſed, granted, and to farm-letten, and by theſe preſents doth demiſe, grant, and to farm-

let

let unto the ſaid Sir T. B. and M. H. and the Execu-tors, Adminiſtrators and Aſſigns, of the ſaid Sir T. B. all thoſe ſeveral Cloſes, or parcels of Lands, Mea-dowes, Paſtures and arable, called or known by the ſeveral names following (That is to ſay) One Cloſe or parcel of ground, called D. containing by eſtimation &c. acres, be the ſame more or leſſe (and ſo goe on, as in the Demiſe) All and ſingular which ſaid Cloſes and parcels of Lands, are ſituate, lying and being, within the Fields, Pariſhes, Precincts and Territories of H. *alias* H. in the County of L. and are part and parcel, or reputed and taken to be part and parcel of the Mannor of H. *alias* H. aforeſaid; And alſo all and ſingular Meſſuages, Tenements, Buildings, Orchards, Gardens, Commons, Common of Paſture, Waters, Fiſhings, Wood, Under-woods, Trees, Buſhes, Fen-ces, Free-bords, Wayes, Eaſments, and all other Rights, Juriſdictions, Privileges, Franchiſes, Liber-ties, Profits, Commodities, Emoluments and Here-ditaments whatſoever, growing, being, ariſing, com-ming or iſſuing, in, upon, or out of the premiſſes, & every part and parcel thereof, or to the ſame or any part thereof belonging, To have and to hold all and ſingular the ſaid Cloſes and parcels of Land, and all and ſingular the premiſſes, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the ſaid Sir T. B. and M. H. and the Executors, Adminiſtrators and Aſſignes of the ſaid Sir T. B. from the firſt of *May* laſt paſt before the date hereof, unto the full end and term of Nine hun-dred ninety and nine years from thence next and im-mediately enſuing, and fully to be compleat and en-ded: Yielding and paying therefore yearly, during the ſaid term, unto the ſaid Sir W. T. his Executors, Ad-miniſtrators and Aſſignes, at or in the South porch of the pariſh Church of D. aforeſaid, the ſumme of two

hundred

hundred and fifty pounds of current *Engliſh* money, at two uſual Feaſts or Terms of the year; that is to ſay, at the Feaſt of *Philip* and *Jacob*, and *All Saints*, by even and equal portions. And if it ſhall happen the ſaid yearly rent of, &c. or any part or parcel thereof, to be behinde and unpaid, after either of the aforeſaid Feaſt-dayes of payment, in which the ſame ought to be paid, by the ſpace of Fifteen dayes, that then and from thenceforth it ſhall and may be lawfull to and for the ſaid W. T. his Executors, Adminiſtrators and Aſſignes, and every of them, in all and ſingular the ſaid Cloſes and parcels of Land, and all and ſingular the premiſſes, and every part and parcel thereof, with their and every of their appurtenances, wholly to re-enter, re-poſſeſſe, re-enjoy, have again, and detain, as in his and their former eſtate; this Indenture, or any thing therein contained to the contrary thereof in any wiſe notwithſtanding. Provided alwayes, and it is covenanted, condeſcended unto, concluded and agreed, by and betwixt all the parties in theſe preſents. That if the ſaid Sir T. B. his Executors Adminiſtrators and Aſſigns, upon half a years warning thereof, by writing under his or their hands before hand to be given by the ſaid Sir T. B. his Executors, Adminiſtrators or Aſſignes, unto the ſaid Sir W. T. his Executors, Adminiſtrators or Aſſignes, ſhall and will, at or on the firſt day of *May*, or the Feaſt of *All Saints*, during the ſaid term in and hereby demiſed, at or in the place aforeſaid, pay, or cauſe to be paid unto the ſaid Sir W. T. his Executors, Adminiſtrators or Aſſignes, at one whole and entire payment the ſumme of Five hundred pounds of current *Engliſh* money, over and beſide the ſaid Rent above reſerved, at ſuch day or days as before in theſe preſents are limited and appointed, to and for the payment *Proviſo.*

of

of the ſaid Rent before reſerved: that then from and after ſuch payment or payments of every of the ſaid ſum or ſums of five hundred pounds, as aforeſaid, endorſed upon both parts of theſe Indentures, and ſubſcribed by the ſaid Sir W. T. his Executors, Adminiſtrators or Aſſigns, for every five hundred pounds that ſhall be paid, as aforeſaid, the full and entire ſum of fifty pounds of the ſaid two hundred and fifty pounds Rent, reſerved, as aforeſaid, ſhall ceaſe and be determined; the ſaid reſervation, or any thing in theſe Indentures contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid Sir W. T. for him, his Executors, Adminiſtrators and Aſſigns, doth covenant, grant and agree, to and with the ſaid Sir T. B. and M. H. their Executors, Adminiſtrators or Aſſigns, and to and with every of them by theſe preſents, that he the ſaid Sir W. T. his Executors, Adminiſtrators or Aſſigns, ſhall and will within ſix moneths next after the payment of the ſum of two thouſand five hundred pounds, by ſuch payment or payments of five hundred pounds, as aforeſaid, deliver or cauſe to be delivered up unto the ſaid Sir T. B. and the ſaid M. H. their Executors, Adminiſtrators or Aſſigns, or one of them, one Indenture of Demiſe made from the ſaid Sir T. B. and M. H. unto the ſaid Sir W. T. of all and ſingular the premiſſes herein before demiſed, as aforeſaid, bearing date the third day of *May*, in the year of &c. In witneſs whereof the parties above named, &c.

A Leaſe of a houſe in London.

THis Indenture made the &c. Between R. R. Citizen, and *&c.* on the one part, and N. D. Citizen, and *&c.* on the other part, Witneſſeth, that the ſaid R. R. for divers good cauſes and valuable conſiderations, him hereunto eſpecially moving. Hath demiſed, granted, betaken and to farm-letten, and by theſe preſents doth demiſe, grant, betake and to farm-let unto the ſaid N. D. all that the Meſſuage or Tenement, with the appurtenances, lying and being in or near *Fleet-ſtreet* in the Pariſh of St. *Dunſtons* in the Weſt *London*, between the Meſſuage or Tenement there called the F. now in the occupation of P. G. Merchant Taylor, or his Aſſignes, on the Eaſt-ſide, and the Meſſuage or Tenement now in the tenure or occupation of one A. M. Widow, on the Weſt-ſide, and abutting upon the Garden adjoining to the Temple-Church, towards the South, and upon the high ſtreet towards the North, together with all and ſingular Shops, Sellers, Sollers, Chambers, rooms, ways, entries, yards, backſides, houſes, buildings, gutters, water-courſes, eaſements, profits, commodities & appurtenances whatſoever to the ſaid Meſſuage or Tenement belonging or in any wiſe appertaining, and alſo all manner of Wainſcot, Glaſſe-windows, doors and locks, in and upon the ſame Meſſuage or Tenemement, and other the premiſes betore mentioned, to be demiſed belonging, which ſaid Meſſuage, and all and ſingular other the demiſed premiſes, are now in the tenure or occupation of the ſaid N. D. To have and to hold the ſaid Meſſuage, Tenement, Shops, Sellers, Sollers, *&c.* and all other the aforeſaid premiſes, with all and ſingular their appurtenances before in and by theſe preſents demiſe

and every part and parcel thereof unto the ſaid N. D. his Executors, Adminiſtrators and Aſſigns, from the Feaſt day of *&c.* unto the full end and term of &c. years from then next enſuing, and fully to be compleated and ended: Yielding and paying therefore yearly during the ſaid term, unto the ſaid R. R. his Heirs and Aſſigns, the ſumme of &c. at four of the moſt uſual Feaſts or terms of payment in the year, (that is to ſay) at the Feaſt of &c. by even and equal portions; And if it ſhall happen the ſaid yearly rent of &c. to be behind or unpaid in part or in all by the ſpace of &c. next over or after any of the ſaid feaſts or days of payment, in which the ſame ought to be paid as aforeſaid, being lawfully demanded, that then and from thenceforth, and at all times afterwards, it ſhall and may be lawfull to and for the ſaid R. R. his Heirs and Aſſigns, and every of them, into the ſaid Meſſuage or Tenement, and all other the aforeſaid premiſes, with all and ſingular their appurtenances before by theſe preſents demiſed or mentioned to be demiſed, and into every part and parcel thereof wholly to re-enter, and the ſame to have again, retain, enjoy and re-poſſeſs, as in his or their firſt and former Eſtate or Eſtates; and the ſaid N. D. his Executors, Adminiſtrators and Aſſigns, and all other the Occupiers and poſſeſſors thereof, thereout and from thence utterly to expel, put out and amove, any thing herein before ſpecified to the contrary in any wiſe notwithſtanding. And the ſaid N. D. for himſelf, his Executors, Adminiſtrators, and Aſsigns, and for every of them; doth covenant, promiſe and grant to and with the ſaid R. R. his Executors, Adminiſtrators and Aſsigns, and to and with every of them, by theſe preſents, in

A Covenant to lay out the ſum of &c. on repair and new building the premiſes within 3 years.

manner

manner and form following (*viz.*) *after the date* That he the ſaid N. D. his Executors, Adminiſtrators or Aſſigns, or ſome of them, at his or their own proper coſts and charges, ſhall and will within the time and ſpace of three years next enſuing the date of theſe preſents, expend and beſtow in and about the new building, repairing or bettering of the premiſes hereby demiſed, the value or ſum of &c. of lawfull money of *England*, at the leaſt; And alſo ſhall and will at his and their like coſt and charges, well and ſufficiently repair, uphold, ſuſtain and keep, maintain and amend the ſaid Meſſuage or Tenement and new building to be erected, and all & ſingular other the premiſes, with the appurtenances, and every part and parcel thereof, in, by and with all and all manner of needfull and neceſſary reparation whatſoever, from time to time, and at all times hereafter, when and as often as need and occaſion ſhall require, during the ſaid term hereby granted; And alſo all the pavements, privies, ſedges, and widdraughts to the ſaid Meſſuage or tenement belonging ſhall cauſe to be paved, purged, ſcoured, emptied, and made clean as often and when as need ſhall be and require, during the ſaid term of &c. by theſe preſents granted, and the ſame premiſes ſo well and ſufficiently repaired, ſupported, maintained, purged, paved, ſcoured, emptied, made clean and amended, together with the Locks, Keys, Bolts, Staples, latches, hooks, hinges, windows, doors, and glaſſe of the ſame premiſes, ſo well and ſufficiently made, glaſed and amended, in the end of the ſaid term of &c. or other ſooner expiration or determination of this preſent Leaſe, ſhall leave and yield up unto the ſaid R. R. his heirs and aſſigns. And alſo that it ſhall and may be lawfull to and for the ſaid R. R. his heirs, executors, adminiſtrators and aſſigns, and e-

very of them, four times, or oftner in the year, yearly during the ſaid term, to enter and come into, and upon the ſaid Meſſuage or Tenements and all other the premiſes with the appurtenances, and into every part and parcel thereof, there to view, ſearch and ſee what defaults, for want of reparations, ſhall be found defective and neceſſary to be done, in and about the demiſed premiſes or any part thereof, and of all ſuch defaults for want of reparation then and there found to give or leave notice, admonition or warning in writing, to and for the ſaid N. D. his Executors, Adminiſtrators or Aſſigns, for the repairing and amending thereof. And further that the ſaid N. D. his Executors, Adminiſtrators or aſſigns, or ſome of them, ſhall and will within one moneth next enſuing every ſuch admonition or warning, left or given as aforeſaid, well and ſufficiently repair and amend the ſame, and ſhall alſo diſcharge and pay all Church-duties, Scavengers-wages, watchings, wardings, and all other taxes, impoſitions, duties, and charges which ſhall or may at any time or times hereafter during the ſaid term, be charged or impoſed upon him the ſaid N. D. his Executors, Adminiſtrators or Aſſigns, for or by reaſon of the premiſes hereby demiſed, or any part thereof. And laſtly, the ſaid R. R. for himſelf, his Executors, &c. that he the ſaid N. D. his Executors, Adminiſtrators and Aſſigns, and every of them, for, by, and under the payment of the yearly rent aforeſaid, above, in and by theſe preſents reſerved, and under the Covenants, Grants, Articles and Agreements, in theſe preſents contained, ſhall and may, for and during all the ſaid term of &c. by theſe preſents granted, lawfully, peacealy and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, and all and ſingular other the premiſes with the appurte-

nances, by theſe preſents demiſed or mentioned to be demiſed, and every part and parcel thereof, without any manner of lawfull let, ſute, trouble, diſturbance or eviction of the ſaid R. R. his heirs or aſſigns, or of any other perſon or perſons whatſoever, by or through his means, aſſent, conſent, right, title, or procurement. In witneſſe whereof &c.

A Defezance upon a Bond ſued to a Judgement.

THis Indenture made the *&c.* between W. R. of *&c.* on the one part, and I. P. and G. A. of *&c.* on the other part, witneſſeth. That whereas the ſaid I. and G. together with one E. A. of *&c.* by one Obligation bearing date *&c.* became joyntly and ſeverally bounden unto the ſaid W. R. in the ſum of *&c.* with condition thereupon made for the payment of *&c.* as by the ſame obligation and condition thereof, at large appeareth, which ſaid ſum of &c. or any part thereof, or any thing in lieu of the ſame was not paid unto the ſaid W. R. in the ſaid obligation named, nor at any time before or ſithence: By means whereof the ſaid obligation became forfeited; and whereas the ſaid VV. R. hath brought ſeveral actions of debt in the Kings Majeſties Court of Common Pleas at *weſtminſter* upon the ſaid obligation againſt the ſaid I. P. and G. A. upon which ſaid actions, ſeveral judgements are had and obtained in the ſaid Court: yet nevertheleſs the ſaid W. R. is contented and pleaſed, and doth covenant, that neither he the ſaid VV. R. his executors, adminiſtrators or aſſigns, or any of them, ſhall at any time before *&c.* take out any execution or executions upon the ſaid Judgements or either of them. And further the ſaid VV. R. doth &c. that if the ſaid I. P. and A. G. or either of

Not to take out execution until &c.

them &c. do pay, &c. That then he the ſaid W. R. his Executors, or Adminiſtrators ſhall upon requeſt made, and at the charges of the ſaid I. P. and G. A. &c. acknowledge ſatisfaction upon record of and for the ſaid ſeveral judgments: And ſhall alſo deliver unto them the ſaid &c. the ſaid Obligation to be cancelled: And the ſaid I. P. and G. A. to be thereof, and of the ſaid ſeveral judgements diſcharged. In witneſs &c.

To acknowledg ſatisfaction on payment of the &c.

An Indenture of Partition, where one had a greater ſhare than the other, for which a ſumm was paid, &c.

THis Indenture made &c. Between I. H. &c. on the one part, and I. M. &c. on the other part, Witneſſeth, that the ſaid I. H. and I. M. are and do now ſtand ſeized in their Demeſn as of Fee in Common and undivided of & in one Meſſuage or Tenement; and one Yard-land thereunto belonging, now or late in the tenure of &c. ſituate &c. It is (now to the end a perpetual partition and diviſion ſhall be had and made between the ſaid parties, of and in the ſaid &c. and other the premiſes aforeſaid) covenanted, concluded and agreed by and between the ſaid parties to theſe preſents in manner and form following. And firſt, the ſaid I. H. for himſelf, &c. that he the ſaid I. M. his Heirs and Aſſigns ſhall from henceforth have, hold, and peaceably enjoy in ſeveralty to him and to his Heirs for ever, to his and their own proper uſe and behoof, and the one moity or half part of the ſaid Meſſuage or Tenement, and one yard-land with the appurtenances, that is to ſay &c. And that he the ſaid I. H. nor his Heirs, ſhall from henceforth claim

claim or demand any right, title, uſe or poſſeſſion in or to the ſame, or any part thereof; but that the ſaid I. H. and his Heirs and Aſſigns, ſhall at all time and times hereafter, from all Actions, Rights, Title and Demand thereof, or thereunto be utterly excluded, and for ever debarred by theſe preſents. And the ſaid I. M. for himſelf, &c. that he the ſaid I. H. his Heirs and Aſſigns, ſhall from henceforth have, hold and peaceably enjoy in ſeveralty to him the ſaid I. H. his Heirs and Aſſigns for ever, to his and their own proper uſe and behoof, the other moity or half part of the ſaid Meſſuage, &c. and that he the ſaid I. M. nor his Heirs ſhall not from henceforth claim, &c. (*ut ſupra*) and in conſideration of the ſaid portions, and for as much as the part and portion by theſe preſents allotted and aſſigned to the ſaid I. H. and his Heirs, were at the enſealing hereof, of more and greater value than the ſaid part or portion before alotted & aſſigned to the ſaid I. M. and his heirs, he the ſaid I. H. hath at the enſealing and delivery of theſe preſents well and truly paid to the ſaid I. M. the ſum of &c. the receipt whereof the ſaid I. M. doth hereby acknowledge, and thereof, and of every part thereof doth acquit, exonerate and for ever diſcharge the ſaid I. H. &c. by theſe preſents. In witneſſe whereof, &c.

A Grant of a Rent reſerved by Leaſe.

THis Indenture made the &c. between W. B. of &c. and A. B. of &c. witneſſeth, that whereas the ſaid W. B. by his Indenture of Leaſe bearing date the &c. (reciting the Leaſe) as in and by the ſame recited Indenture of Leaſe &c. Now this Indenture further Witneſſeth, That the ſaid W. B. for and in conſideration of a certain competent ſumme of &c. Hath demiſed, granted, bargained and to farm-letten

and by theſe preſents, doth demiſe, grant and to farm-let unto the ſaid A. B. the reverſion and remainder of the ſaid Shop, Ware-houſe, Chambers, and other the premiſes, by the ſaid Indenture of Leaſe demiſed, Together alſo with the ſaid yearly rent of &c. thereby reſerved, and the counter-part of the ſame Indenture of Leaſe, under the hand and ſeal of the ſaid &c. To have, hold, poſſeſs and enjoy the ſaid Reverſion and Rent of &c. and every part thereof, unto the ſaid A. B. his Executors, Adminiſtrators and Aſſigns, from the day of the date of theſe preſents forwards, for and during all the reſidue of the aforeſaid term of &c. yet to come and unexpired; Yielding and paying therefore yearly during the ſaid term, unto the ſaid W. B. his Executors or Aſſigns, at the Feaſt of &c. only one Pepper-corn, if the ſame ſhall be lawfully demanded. And the ſaid W. B. for himſelf, &c. that he the ſaid W. B. at the time of the enſealing and delivery of theſe preſents, is the true, perfect, and lawfull owner and poſſeſſor of the ſaid demiſed reverſion and rent: And is at the enſealing and delivery of theſe preſents, lawfully and abſolutely poſſeſſed thereof. And that he the ſaid W. B. hath full power; good right, true title and lawfull Authority, to demiſe and grant the ſaid reverſion and rent of &c. unto the ſaid A. B. his Executors, Adminiſtrators, and Aſſigns, for and during all the reſt and reſidue of the ſaid term of &c. in manner and form aforeſaid, according to the true intent and meaning of theſe preſents. And further that the ſaid W. B. his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them from time to time, and at all times hereafter, during the ſaid term, ſhall and will clearly exonerate, acquit, diſcharge, ſave and keep harmleſſe as well the ſaid A. B. his Executors, Adminiſtrators, and Aſſigns;

as

as the ſaid demiſed Reverſion and Rent, of and from all former and other bargains, ſales, gifts, grants, leaſes, forfeitures, titles, claims, demands and incumbrances whatſoever, And moreover, the ſaid W. B. for himſelf, &c. that the ſaid yearly rent of &c. ſhall continue, remain, and be from henceforth during the reſt and reſidue of the ſaid term yet to come and unexpired, before mentioned, due and payable unto the ſaid A. B. his Executors, Adminiſtrators and Aſſigns, according to the ſaid Indenture of Leaſe, and the tenor, effect, and true meaning of theſe preſents. In witneſſe, &c.

Note that the Tenant muſt attorn, or nothing paſſeth, &c

An Annuity or yearly Rent-charge.

THis Indenture made &c. Between A. B. of, &c. Gentleman, on the one part, and C. D. of &c. on the other part, witneſſeth, That the ſaid A. B. for and in conſideration of the ſumme of &c. to him in hand paid, before the enſealing and delivery hereof by the ſaid C. D. the receipt whereof he the ſaid A. B. doth acknowledge, and thereof, and of every part and parcel thereof, doth acquit, exonerate and for ever diſcharge the ſaid C. D. his Executors, &c. by theſe preſents, hath given, granted and confirmed, and by theſe preſents doth give, grant and confirm unto the ſaid C. D. one Annuity or yearly rent-charge of &c. to be had, taken, perceived and received, and to be iſſuing and going out, of and in all and ſingular the Meſſuages, Lands, Tenements and hereditaments whatſoever of the ſaid A. B. as well in &c. as elſewhere within the Realm of

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England, to be paid at four Feasts or terms in the year, that is to say, at the &c. by even and equal portions, The first payment thereof to be made and begin on the &c. To have, hold, receive, perceive, take and enjoy the said Annuity or yearly rent-charge of &c. unto the said C. D. his Executors, Administrators, or Assigns, to be paid at the four Feasts aforesaid, in form before declared, from the day of the date of these presents, unto the full end and term of &c. And if it shall happen the said Annuity or yearly rent of &c. to be behind and unpaid in part or in all after any of the said Feast-dayes or terms of payment thereof as aforesaid, in which it is appointed to be paid, That then and so often as the same, or any part thereof, shall so be behind and unpaid, the said A. B. granteth and agreeth for himself, his Heirs, Executors, Administrators and Assigns, to and with &c. that it shall and may be lawfull to and for the said C. D. his Executors, Administrators and Assigns, and every or any of them, into all and singular the said Messuages, Lands, Tenements, and Hereditaments of the said A. B. as well in &c. aforesaid, as elsewhere within the Realm of *England*, to enter and distrain, both for the Annuity aforesaid, and the Arrerages thereof (if any be) and the distresse and distresses there from time to time found and taken, to bear, lead, drive, take and carry away, and the same to with-hold, detain, keep and impound, until the same Annuity or yearly rent-charge of &c. and the Arrerages thereof (if any such shall be) the said C. D. his &c. be fully satisfied, contented and paid. And the said A. B. hath put the aforesaid C. D. in full possession of the said Annuity or yearly rent-charge of &c. in form as aforesaid (to be had, received and taken) by the delivery and payment of the sum of &c. which the said A. B. hath at the ensealing and

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delivery of theſe preſents given and delivered unto the ſaid C. D. in name of poſſeſſion of the ſaid Annuity; And the ſaid A. B. for himſelf &c. that the ſaid A. B. his &c. ſhall and will from time time and at all times during the ſaid term of &c. well and truly pay or cauſe to be paid to the ſaid C. L. his &c. or ſome of them, the ſaid Annuity or yearly Rent of &c. in manner and form aforeſaid, and according to the true intent and meaning of theſe preſents. In witneſs whereof &c.

An Indenture of Apprentiſhip.

THis Indenture witneſſeth, That E. B. Sonne of I. B. late of &c. of his free and voluntary will hath put himſelf Apprentice to R. W. C. and &c. the Science or Trade which he now uſeth to be taught, and with him after the manner of an Apprentice to dwell and ſerve from the Feaſt of &c. unto the full end and term of &c. from thence next enſuing and &c. By all which term of &c. the ſaid Apprentice, the ſaid E. B. well and truly ſhall ſerve, his ſecrets ſhall keep cloſe, his commandements, lawful and honeſt every where, he ſhall gladly do; hurt to his ſaid Maſter, he ſhall not do nor ſuffer to be done, to the value of twelve pence or more by the year; but ſhall let it if he may, or elſe immediatly admoniſh his ſaid Maſter thereof, the Goods of his ſaid Maſter he ſhall not inordinately waſte; nor them to any body lend. At Dice or at any other unlawfull Game he ſhall not play, whereby his Maſter may incur any hurt; Fornication in the houſe of his ſaid Maſter, or elſewhere he ſhall not commit; Matrimony he ſhall not contract. Taverns he ſhall not frequent, with his own proper-Goods or any others during the ſaid term, without the ſpeciall licenſe of his

his Maſter he ſhall not Merchandiſe, from the ſervice of his ſaid Maſter day nor night he ſhall not abſent or prolong himſelf; but in all things as a good and a faithfull apprentice, ſhall bear and behave himſelf towards his ſaid Maſter and Miſtris, and all his, during the term aforeſaid. And the ſaid R. B. to his ſaid apprentice; the ſcience or art which he now uſeth, ſhall teach & inform, or cauſe to be taught and informed the beſt way that he may or can: and alſo ſhall find to his ſaid apprentice apparel, meat, drink, and bedding, and all other neceſſaries meet and convenient for an apprentice, for and during the term aforeſaid. In Witneſſe, &c.

A bargain and ſale of a Mannor.

THis Indenture made &c. Between I. H. of &c. and R. B. of &c. Eſquires, of the one part, and W. of &c, on the other part; Witneſſeth, That whereas T. H. of &c. Father of the ſaid I. H. by his Writing or Deed indented, bearing date the &c. in the ſixteenth year of &c. for the conſiderations therein expreſſed, did demiſe, grant, ſet and to farm-let unto the ſaid I. H. his ſaid Son &c. All thoſe three yard lands, with the appurtenances in W. aforeſaid, being or being accounted to be the antient Demeaſn Lands of the Mannor of W. heretofore purchaſed by the ſaid T. H. of R. S. Eſq; And alſo all that his yard or half of Land lying in W. aforeſaid, then lately purchaſed of one H. H. with all Hades, Leyes, Banks, Lot-graſs, Commons, Profits, Wayes, Eaſements, Commodities and appurtenances &c. thereunto belonging: And all that Dove-houſe, Cloſe and new Orchard in W. aforeſaid, to the ſaid &c. belonging or appertaining, or therewith uſed, occupied or enjoyed, as in &c. except &c. To have and to hold the ſaid

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three yard lands, Close, Orchard, and all other the premises (except before excepted) unto the said I. H. his Executors and Assigns, for and during and unto the full end and term of &c. from thenceforth next and immediatly ensuing, if the said T. H. should so long live, for and under the &c. payable, as by the said deed or writing indented, relation being thereunto had more, at large it will and may appear. And whereas further the said T. H. by one other writing or Deed indented, bearing date &c. for and in consideration of the naturall love and Fatherly affection that he the said T. H. did bear to the said I. H. and to the Children of the said I. H. being his Grandchildren, and for the setling of the Mannors, Lands, Tenements and Hereditaments (in the said Deed indented expressed) in his name and blood, did in and by the said last mentioned Deed indented, covenant and grant for himself and his Heirs, to and with the said I. H. and his Heirs, that the said T. H. and his heirs, should and would immediately from thenceforth stand and be seised of and in all that the Mannor or reputed Mannor of W. in the County of O. & of and in all that the Capital Messuage of W. in the County of O. wherein the said T. H. then dwelt; with all and singular their and every of their rights, rents, quit-rents, members and appurtenances whatsoever, And of and in all those three yard Lands, called or known by the name of the Antient Demeasn Lands of the said Mannor, and of and in all that yard and half of Land, lying in W. aforesaid, which the said T. A. had lately purchased, as aforesaid is expressed: And of and in all and singular Messuages, Lands, Tenements, & Hereditaments of the said T. H. in W. aforesaid, (the advowson of the C. of W. aforesaid excepted) to the use and behoof of the said T. H. for and during his natural life, without impeachment

of

of or for any manner of waſte; and after his deceaſe to the uſe and behoof of the ſaid I. H. and his heirs for ever, as by the ſaid laſt mentioned Indenture acknowledged and enrolled in his Majeſties high and honorable Court of Chancery more at large it will and may appear. By force & vertue of which ſaid recited Indenture of Leaſe, he ſaid I. H. is in and upon the ſaid premiſes entred, and was and is by force of the ſaid recited Indenture, and by force of the Statute made the &c. in the &c. for the transferring of uſes into poſſeſſions, as well of the ſaid term of threeſcore years, as of the ſaid remainder expectant, after the death of the ſaid T. H. poſſeſſed and ſeized. And he the ſaid I. H. being ſo of the ſaid premiſſes poſſeſſed and ſeized, did afterwards by his Indenture bearing date &c. and enrolled in the high Court of Chancery, for the conſideration therein expreſſed, give, grant, bargain, ſell, aſſign, ſet over & confirm unto the ſaid R. B. his executors, &c. all and ſingular the before mentioned premiſſes, with their appurtenances, and every part and parcel thereof, as in and by the ſaid laſt mentioned Indenture, whereunto relation being had, more fully and at large it doth and may appear. Which ſaid bargain and ſale was and is upon condition, that if the ſaid I. H. &c. ſhould or did pay &c. on the &c. at or in the &c. unto the ſaid R. B. his &c. That then the ſaid Indenture of bargain and ſail to be void; as in and by one Indenture made between the ſaid I. H. on the one part, and the ſaid R. B. on the other part, bearing date &c. to which reference being had, more at large it doth and may appear. Now this Indenture further witneſſeth, That the ſaid I. H. and R. B. for and in conſideration of the ſum of &c. to them by the ſaid W. P. before the enſealing and delivery of theſe preſents, well and truly in hand paid, whereof and wherewith

with the ſaid I. H. and R. B. do acknowledge them, ſelves to be fully ſatisfied, contented and paid, and thereof, and of every part and parcel thereof &c. have granted, bargained, ſold, aſsigned, ſet over and confirmed, and by theſe preſents do fully clearly and abſolutely grant, bargain, ſell, aſsign, ſet over and confirm unto the ſaid W. P. his &c. not only the ſaid recited Indenture of Leaſe, and all their eſtate, right, title, interſt and term of years therein yet to come and unexpired; But alſo all the ſaid Mannor of W. & Capital Meſſuage in the ſaid County of O. with the appurtenances; Together with the ſaid three-yard-land, called by the name of the Ancient Demeaſn Lands of the ſaid Mannor: And alſo all that yard and half of Land in W. aforeſaid, which the ſaid T. H. purchaſed of the ſaid H. H. as aforeſaid; And alſo all and ſingular Out-houſes, Barns, Stables: Dove-houſes, Yards, Orchards, Gardens, Lands, Meadows, Paſtures, Feedings, Commons, Common of Paſture, Woods, Underwoods, Water, Water-courſes, Fiſhings, Ways, Eaſements, Profits, Commodities, and Hereditaments whatſoever, to the ſaid Mannor of W. and other the premiſes aforeſaid, or to any part or parcel thereof belonging, or in any wiſe appertaining, or therewithall now uſed, occupyed or enjoyed, as part, parcel or member thereof, and all the Lands, Tenements and Hereditaments whatſoever, to the ſaid I. H. belonging, lying and being in W. aforeſaid, and the ſaid remainder expectant upon the death of the ſaid T. H. and all and every other reverſion and reverſions, remainder and remainders of the ſaid bargained premiſes, and of every part and parcel thereof, and the rent and rents, and yearly profits whatſoever, reſerved upon whatſoever Demiſe, Leaſe, Eſtate or Grant, Demiſes, Leaſes, Eſtates or Grants heretofore made of the before-bargained premiſes,

or any part or parcel thereof, Together with all Evidences, Charters, Eſcripts, Minuments and Writings touching or concerning the premiſes, which he the ſaid I. H hath or may come by without ſute in Law, To have and to hold the ſaid Mannor of W. Lands, Tenements, and all and ſingular other the premiſes above-mentioned to be hereby bargained and ſold, with the appurtenances, and every part and parcel thereof, and all the eſtate, right, title, intereſt, term and term of years, reverſion, remainder, claim and demand whatſoever, of the ſaid I. H. and R. B. and of either of them, or any other perſon or perſons whatſoever, in and to the ſame, unto the ſaid W. P. his Heirs, Executors, Adminiſtrators and Aſſigns, to the ſole and proper uſe and behoof of the ſaid W. P. his heirs *&c.* for ever. And the ſaid I. H. and R. B. for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective heirs, *&c.* all and ſingular the before bargained premiſes, with their appurtenances and every part and parcel thereof; unto the ſaid W. P. his Heirs, Executors, Adminiſtrators and Aſſigns, to the uſe and behoof aforeſaid, ſhall and will warrant, and for ever defend by theſe preſents. In witneſs, *&c.*

An Indenture of Defezance for the making void of all former ſtatutes, payment of a ſum of &c. and performance of Covenants, &c.

THis Indenture made the *&c.* Between A. B. of *&c.* on the one part, and E. A. of *&c.* on the other part, Witneſſeth, That whereas the ſaid E. A. in and by one recognizance or Writing obligatory, of the nature of a Statute Staple, lately made and provided for the recovery of debts, bearing date, *&c.* taken, ſealed, acknowledged and entred into before Sir T. R. Lord

Lord Chief Juſtice of *England* is and ſtandeth bounden unto the ſaid A. B. in the ſumm of &c. payable, as in and by the ſaid recognizance or writing obligatory of the force of a Statute ſtaple, more fully and at large it doth and may appear. It is now nevertheleſs covenanted, granted, concluded and agreed by and between the ſaid parties to theſe preſents, and the true intent and meaning of theſe preſents, and of the parties hereunto is, and the ſaid A. B. is contented and pleaſed; That if the ſaid E. A. his heirs executors and aſſigns do or ſhall, at or before the &c. diſcharge and clearly make void upon Record, as well all and every Statutes Merchant and of the ſtaple, as alſo all recogniſances heretofore acknowledged and entred into by the ſaid E. A. either by himſelf alone, or jointly with any other perſon or perſons (the ſtatute above recited only excepted) And thereof bring, deliver and leave certificates under the hands of the Clerks of the ſeveral offices, or their deputies in that behalf, at or in the &c. to and for the ſaid A. B. his executors or aſſigns, at or before the &c. day of &c. next enſuing; And alſo if the ſaid E. A. his heirs, executors, Adminiſtrators or aſſigns, or any of them do well and truly pay or cauſe to be paid unto the ſaid A. B. his heirs or aſſigns, or to ſome or one of them the full ſum of &c. at or in &c. in manner and form following (that is to ſay) the ſum of &c. on the &c. and the ſum of &c. on the &c. in full ſatisfaction and payment of the ſum of &c. And alſo if the ſaid E. A. his heirs, executors and aſſigns, do and ſhall well and truly obſerve, perform, fulfill, accompliſh and keep all and ſingular the covenants, Grants, Articles and agreements which on his and their parts and behalfs are or ought to be obſerved, performed fulfilled, accompliſhed and kept, comprized and ſpecified in one pair of Indentures, bearing

ng date &c. made between the ſaid E. A. of the one part: and the ſaid A. B. on the other part, according to the true intent and meaning of the ſaid Indentures: that then the ſaid Recognizance or writing obligatory above recited or mentioned, ſhall be utterly void and of none effect, otherwiſe the ſame ſhall ſtand and abide in full force &c.

A Releaſe of Lands upon performance of articles,

TO all Chriſtian people &c. I, E. I. of &c. ſend greeting in our Lord God everlaſting, Know ye that I the ſaid E. I. as well in conſideration of the full performance of certain covenants & agreements mentioned and expreſſed in one pair of Indentures bearing date &c. laſt paſt, &c. made between me the ſaid E. I. on the one part, and Sir H. W. &c. as alſo for divers other good cauſes and conſiderations &c. have remiſed, releaſed and for ever quit claimed, and by theſe preſents do for me my heirs and aſſigns and every of us, freely, clearly and abſolutely remiſe, releaſe and for ever quit claim unto the ſaid Sir H. W. his heirs and aſſigns for ever, in his or their full and peaceable poſſeſſion, ſeizin and being all the eſtate, right, title, intereſt, poſſeſſion, reverſion, claim and demand whatſoever which I the ſaid E. I. now have may, might or ought to have, or which I or my heirs at any time hereafter ſhall or may have, might or ought to have or claim of, in or to all thoſe the rectories of B. &c. and alſo of, in and to all and ſingular Meſſuages, Mills, Lands, Tenements &c. to the ſaid &c. belonging or appertaining. To have and to hold the ſaid rectories, &c. unto the ſaid Sir H. W. his heirs and aſſigns, to his and their own proper uſe and behoof for ever; ſo as neither I the ſaid E. I. nor my Heirs, ſhall or may at any time hereafter ask claim,

claim, challenge or demand any right, title, interest claim or demand whatsoever, of, in or to the premisses before mentioned, or of, in, or to any part or parcell thereof, but thereof and therefrom shall be utterly debarred, and for ever secluded by these presents. And I the said E. I. and my heirs, the said rectories, and all and singular other the premises above mentioned, with their appurtenances, unto the said Sir H.W. his Heirs and Assigns, to the uses and behoofs aforesaid, against me the said E. I. and my Heirs, and against my Father I. I. and W. E. my Unkle, their and either of their Heirs and Assigns, or any other person or persons whatsoever claiming by, from or under me, them or any of them, shall and will warrant & for ever defend by these presents. In witnesse &c.

A Conveyance in Fee-simple of a House and Land &c.

THis Indenture made the &c. between G. C. of &c. on the one part: and H. H. of &c. and S. his wife, on the other part, Witnesseth, That the said G. C. for and in consideration of the sum of &c. to him at and before the ensealing and delivery of these presents well and truely in hand paid by the said H. H. & S. his wife, whereof and wherewith he the said G. C. doth acknowledge himself &c. hath granted, aliened, bargained, sold and confirmed, & by these presents doth fully, clearly and absolutely grant, alien, bargain, sell and confirm unto the said H. H. and S. his wife, All that Messuage or Tenement; situate or being in in the County of S. now in the tenure or occupation of the said G. C. or of his Assignee or Assignees, of three acres of Land or thereabouts, lying on the backside of the said house, be it more or

leſs; and all Barns, Stables, Orchards, Gardens, buildings and other hereditaments to the ſame belonging or appertaining, or with the ſaid houſe or Tenement commonly uſed, occupyed or enjoyed, or which are accepted, reputed or taken to be part, parcel or member of the ſame, and now in the tenure or occupation of him the aforeſaid G. C. his Aſſignee or Aſſignees, with all Commons, and Common of Paſture whatſoever to the ſame belonging; and alſo of thoſe two Cottages or Tenements in T. aforeſaid ſtanding together, adjoining to the ſaid Meſſuage or Tenement, and one parcel of ground adjoining to the ſaid Cottages, which ſaid Cottages and parcel of ground laſt mentioned do contain by eſtimation, on the ſide towards the Kings high ſtreet, twenty yards of Ground or thereabouts, and on that ſide towards the Garden, now or late of the ſaid G. C. thirteen yards of Ground or thereabouts and now are in the ſeveral tenures and occupation of M. I. and F. L. and the reverſion and reverſions, remainder and remainders, rents and yearly profits whatſoever, of all and ſingular the ſaid premiſes, to every part and parcell thereof, together with all and ſingular Deeds, Evidences, and writings touching or concerning only the premiſes, or any part thereof; *To have and to hold* the ſaid Meſſuage or Tenement, and the ſaid three acres of Land, and the ſaid two Cottages or Tenements, and the ſaid parcel of Land adjoyning to the ſaid Cottages and other the Premiſes with their appurtenances, before by theſe preſents bargained and ſold, or mentioned or intended to be thereby granted, aliened bargained, ſold and confirmed, and every part and parcell thereof, unto the ſaid H. H. and S. his wife, and to the heirs and aſſigns of the ſaid H. H. to the only proper uſe and behoof of the ſaid H. H. & S. his wife,

wife, and the heirs and aſſigns of the ſaid H. H. for ever. and the ſaid G. C. for himſelf &c. that he the ſaid G. C. for and not withſtanding any act done by him the ſaid G. C. to the contrary, at the time of the enſealing and delivery of theſe preſents, is and ſtandeth lawfully and rightfully ſeized in his demeaſn as of fee ſimple, in his own right, & to his own right uſe without any condition, limitation or other uſe or truſt to alter, change or determine the ſame eſtate, of and in the ſaid Meſſuages, Lands, Tenements, Cottages and premiſes before mentioned, to be hereby granted, bargained and ſold, and of and in every part and parcel thereof, and that he the ſaid G. C. for and notwithſtanding any act done by him to the contrary, now hath, and at the time of the firſt eſtate to be had & executed to the ſaid H. H. and S. according to the intent and true meaning of theſe preſents, ſhall have full power, juſt right, and lawfull authority to grant, bargain and ſell the ſame, and every part and parcel thereof, with the appurtenances, unto the ſaid H. H. and S. and the Heirs and Aſſigns of the ſaid H. H. in manner and form as is before in theſe preſents expreſſed. and that the ſame Meſſuages or Tenements, Lands, Cottages and premiſes and every part and parcel thereof with the appurtenances, ſhall from henceforth for ever remain and continue unto the ſaid H. H. and S. his Wife, and to the heirs and aſſigns of the ſaid H. H. freely and clearly acquitted, exonerated and diſcharged of and from all and all manner of former bargains, ſales, gifts, grants, Dowers, Jointures, Leaſes, Rents, Charges, Rents ſeck, arrerages of rents, annuities, uſes, entails, ſtatutes Merchant, and of the ſtaple, judgements, forfeitures, executions, intruſions, and incumbrances whatſoever, and of and from all other charges, titles,

troubles and incumbrances whatsoever, had, made, committed, or wittingly or willingly, suffered or done by the said G. C. or by any other person or persons whatsoever, lawfully claiming, by, from or under him the said G. C. or by his means, assent, privity or procurement (the rent and services from henceforth to grow due to the chief Lord or Lords of the see or fees of the premises, for and in respect of his or their Seignorie or Seigniories only excepted and fore-prized.) And further that he the said G. C. and his Heirs and Assigns, shall and will at all time and times hereafter, within the space of five years next ensuing the date of these presents, upon the reasonable request, and at the costs and charges in the Law of the said H. H. and S. his wife, or of the heirs and assigns of the said H. H. make, suffer, do, knowledge and execute, or cause to be made, done, knowledged, suffered and executed, all and every such further lawfull and reasonable act and acts, thing and things, devise and devises conveyances and assurances in the Law whatsoever, for the further, more perfect, and better assuring and sure making of the premises before mentioned, to be hereby bargained and sold, and of every part and parcell thereof, unto the said H. H. and S. his wife, and to the heirs and assigns of the said H. H. for ever. Be it by fine or fines, feoffment or feoffments, recovery or recoveries, with a single or double Voucher or Vouchers, Deed or Deeds, inrolled or not inrolled, the enrolment of these presents, release confirmation with warranty of the said G. C. and his heirs, only against him the said G. C. and his heirs, or otherwise without warranty, or by all, every or any of the said waies or means, or by any other waies or means which by the said H. H. &c. or his or their Counsil learned in the Law shall be reasonably devised

sed, advised or required, so as the same do not contain or extend unto any further warranty, than against him the said G. C. his executors or assignes, or against any further act or acts, than as aforesaid; and so as neither he nor they that make such further assurance, be compelled or compellable to travel further than the Cities of *London* and *Westminster*, for the doing, making or executing of such further assurances, and conveyances as aforesaid, And lastly, it is agreed by and between the said parties to these presents: That all and every the said assurances and conveyances so as aforesaid, hereafter to be had of the premises, shall be and shall be esteemed and taken to be to the only use of them the said H. H. and S. his wife, and of the Heirs and assigns of the said H.H. for ever; and to no other use, intent and purpose whatsoever, any thing in these presents, contained to the contrarie therof in any wise notwithstanding. In witness whereof &c.

A Joynture to the wife made before marriage.

THis Indenture made &c. Between I. C. the younger of &c. on the first part; and I. C. the Elder &c. on the second part, and R. W. of &c. on the third part, Witnesseth, That the said I. C. the younger, for and in consideration of a marriage (by Gods grace) intended, and shortly to be had and solemnized between the said I. C. the younger, and A. the Daughter of T. C. of &c. And that the said A. may be provided of a sufficient Joynture, in case she shall survive the said I. C. the younger, and for divers other good causes and considerations, him the said I C. the younger hereunto especially moving, Doth for himself, his heirs, executors, and administrators, covenant,

promiſe and grant to and with the ſaid I. C. the elder, and R. W. their executors, &c. and to and with every of them by theſe preſents, that he the ſaid I. C. the younger, ſhall and will, before the end of Eaſter Term now next &c. before the Juſtices (of our Soveraign Lord the King) of his Majeſties Court of Common Pleas at *Weſtminſter*, or ſome other perſon or perſons thereunto lawfully and ſufficiently authorized, acknowledge and levy one Fine *Sur conuſence de droit come ceo que il ſont de ſon done.)* with proclamation thereupon to be made according to the Common courſe of fines in that behalf made and provided, unto the ſaid I. C. the elder, and R. W. and their heirs, or the heirs of one of them, of, in and upon all that Meſſuage or Tenement wherein T. B. Vintner, now dwelleth, and whereof he the ſaid I. C. the younger, is ſeiſed in his Demeaſn as of fee in his own proper right, commonly called or known by the &c. ſituate, &c. And of all the Shops, Sellers, Sollers, Chambers, Rooms, Eaſments, Commodities and appurtenances to the ſaid Meſſuage or Tenement belonging, or to or with the ſame uſed, occupied or enjoyed, or reputed or taken, as part parcel or member of the ſame, or as belonging thereunto, by ſuch name or names, and in ſuch manner of form as by the ſaid I. C. the elder, and R. W. or their Council learned in the Law, ſhall be reaſonably deviſed and adviſed, or required, at the only proper coſts and charges in the Law of the ſaid I. C. the younger, the true intent and meaning of which ſaid fine ſo to be levyed and executed of the ſaid premiſes, between the ſaid parties is to be, and ſo ſhall be conſtrued, intended & adjudged to be to the uſe and behoof of the ſaid I. C. the younger, during his naturall life, without impeachment of or for any manner of waſt, and after his deceaſe, to the uſe

and

and behoof the ſaid A. &c. for and during the term of her natural life, without any impeachment &c. & after her deceaſe to the uſe and behoof of the heirs of the body of the ſaid I. C. the younger. on the body of the ſaid A. lawfully to begotten, and for default of ſuch iſſue, to the right Heirs of the ſaid A. for ever. Provided alwaies that if the ſaid marriage ſhall not take effect nor be had or ſolemniſed between the ſaid I. C. the younger. and the ſaid A. T. before the &c. next enſuing &c. That then the ſaid fine ſo to be made, levyed and acknowledged of the ſaid Meſſuage and premiſes aforeſaid, ſhall be, and ſhall be taken, deemed, adjudged and conſtrued to be to the uſe of the ſaid I. C. the younger, and to his heirs and aſſigns for ever, any thing herein contained to the contrary &c. In witneſſe &c.

A Leaſe to try a Title.

THis Indenture made &c. Between T. A. and R. M. &c. of the one part, and W. M. of &c. on the other part, witneſſeth. That the ſaid T. A. and R. M. for divers good cauſes and conſiderations &c. have demiſed, granted, &c. and by theſe preſents do &c. unto the ſaid W. M. all that their Site of &c. and all houſes, edifices, buildings, Barns, ſtables, orchards, gardens, eaſments and commodities thereunto belonging or appertaining, to have and to hold the ſaid &c. and all other the demiſed premiſes with the appurtenances, and every part and parcel thereof, unto the ſaid W. M. his &c. from &c. unto the end and term of &c. from thence next &c. Yielding &c. unto the ſaid &c. their &c. one P. &c. if it be demanded. In witneſs &c.

A Bargain and ſale of a Houſe in London.

THis Indenture made &c. Between R. B. of E. in the County of N. Eſquire, of the one part, and I. H. of L. Eſq; of the other part, Witneſſeth, that the ſaid R. B. for and in conſideration of the ſum of &c. of lawfull &c. to him in hand paid before the enſealing and delivery of theſe preſents by the ſaid I. H. whereof the ſaid R. B. doth acknowledge the receit, and thereof and of every part and parcell thereof, doth clearly acquit and diſcharge the ſaid I. H. his heirs and aſſigns, and every of them for ever by theſe preſents, Hath given, granted, bargained, ſold, aliened, infeoffed and confirmed, and by theſe preſents doth fully, clearly and abſolutely give, grant, bargain, ſell, alien, infeoff and confirm unto the ſaid I. H. his heirs and aſſigns for ever; All that Meſſuage or Tenement with the appurtenances, commonly called or known by the name of &c. now or late in the tenure or occupation of one W. S. &c. or of his aſſignee or aſſignees, ſituate, lying and being in &c. together with all ſingular Shops, Sellers, Sollers, Chambers, Rooms, Entries, Waies Paſſages, Yards, Back-ſides, Lights, Water-courſes, Eaſments, Profits, Commodities and Hereditaments whatſoever, to the ſaid Meſſuage or Tenement now or at any time heretofore belonging or appertaining; or therewith now or heretofore demiſed, uſed, occupyed or enjoyed, or accepted, reputed or taken as part parcel or member thereof, or any part thereof: And the reverſion and reverſions, remainder and remainders of all and ſingular the premiſes, and of every part and parcel thereof: And the rents and yearly profits, of all and ſingular the premiſes; and of every part and parcel thereof. And alſo all and ſingular Deeds,

Evi-

Evidences, Charters, Letters Patents, Exemplifications of Records, Counter-parts of Leases, Writings, Escripts and Minuments touching and concerning the before bargained premises, and every part and parcel thereof. To have and to hold the said Messuage or Tenement, Shops, Sellers, Sollers, Chambers, and all and singular other the premises, with their and every of their appurtenances, before by these presents bargained and sold, or meant, mentioned or intended to be heteby granted, bargained and sold, and every part and parcell thereof, unto the said I. H. his heirs and assigns, to the onely use and behoof of him the said I.H. his heirs and assigns for ever. And the said R. B. for himselfe, his heirs, executors and administrators, and for every of them, doth covenant, promise and grant to and with the said I. H. his heirs executors, Administrators and assigns, and to and with every of them by these presents, in manner and form following (that is to say,) that he the said R. B. at the time of the ensealing hereof is, and untill the first execution of an estate to the said I. H. his heirs and assigns by force of these presents, shall stand and be lawfully seized to him, his heirs and assigns, of and in the before bargained premises, and of and in every part and parcel thereof. of a good, sure, lawfull, absolute and indefeazible estate of inheritance in Fee-simple without any conditions, limitation, use, or other thing to determine, alter or change the same. And also that he the said R. B. now hath full power good right, lawfull Authority and true title to grant, alien, bargain, sell and confirm the before bargained premises, and every part and parcell thereof, unto the said I. H. his Heirs or Assigns, in manner and form aforesaid, and according to the true intent

That he is seised in Fee simple and hath power to sell.

and

and meaning of these presents, And the said R. B. for himself, his heirs executors and administrators, and for every of them, doth further covenant, promise and grant to and with the said I. H. his heirs, executors and assigns, by these presents, that the said Messuage or Tenement, Shops, Sellers, Sollers, &c. and all other the premises above by these presents mentioned to be granted and sold, and every part and parcel thereof, on the day of the date hereof, and from time to time, and at all times hereafter for ever, shall be, remain and continue to the said I. H. his heirs and assigns, to the only proper use and behoof of him the said I. H. his heirs and assigns for ever, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said R. B. his heirs or assigns, sufficiently saved and kept harmless, of and from all and all manner of former bargains, sales, joyntures, dowers, leases, annuities, rent, chargerents, seck arrerages of rents, Statutes Merchant and of the staple, recognizances, judgements, executions, intrusions, issues, fines, amerciamenrs, and of and from all other charges, titles, troubles and incumbrances whatsoever, had, made, committed, suffered or done by the said R. B. his Heirs and Assigns, one lease hererofore made by T P. of &c unto the before named W. S. of the said Messuage or Tenement and premises, for the term of &c. where upon the yearly rent of &c. is reserved: which said yearly rent from henceforth during the residue of the said term, shall be due, payable and paid to the said I. H. his heirs and assigns (only excepted and forepriſed) and also that he the said I. H. his heirs and assigns, shall and may from henceforth for ever peaceably

That the premises are discharged from Incumbrances.

For quiet enjoying.

peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, Shops, Sellers, Sollers and other the premiſes above by theſe preſents mentioned to be bargained and ſold, and every part and parcell thereof, and the rents, iſſues and profits thereof ſhall and may receive and take, without the let, interruption or contradiction of the ſaid R. B. his heirs or aſſigns, or of any other perſon or perſons, claiming from, by or under him, them or any of them, or by his or their means, right, title, conſent, privity or procurement. And further the ſaid R. B. doth covenant, promiſe and grant, for him, his heirs, executors and adminiſtrators, to and with the ſaid I. H. his heirs and aſſignes, and to and with every of them by theſe preſents. That he the ſaid R. B. and his heirs, and all and every other perſon or perſons, having and claiming or which ſhall or may have, claim or pretend to have any manner of eſtate, right, title or intereſt, into or out of the before bargained premiſes, or any part or parcell thereof, by, from or under the ſaid R. B. ſhall and will from time to time, and at all times hereafter during the time and ſpace of &c. next enſuing the date of theſe preſents, upon every reaſonable requeſt, and at the coſts and charges in the law of the ſaid I. H. his heirs or aſſigns, do, make, acknowledge, execute and ſuffer, or cauſe to be made, done, acknowledged, executed and ſuffered all and every ſuch further act and acts, thing and things, aſſurances and conveyances in the Law whatſoever, for the further, more better and perfect aſſurance, ſurety and ſure making of the ſaid Meſſuage or Tenement, Shops, Sellers, Sollers and all other the premiſes, with the appurtenances above by theſe preſents mentioned to be bargained and ſold unto the ſaid I. H. his Heirs and

For further aſſurance.

and assigns for ever: be it by fine or fines, with proclamation, recovery or recoveries, with double or single Voucher or Vouchers, Deed or Deeds inrolled or not inrolled, The inrolment or acknowledgement of these presents, release, confirmation with warranty against the said R. B. and his heirs, or without warranty, or by all or any, or as many of the waies, means and devises aforesaid, or by any other waies or means whatsoever as by the said I. H. his heirs or assigns, or by his or their Council learned in the Law shall be reasonably devised or advised and required. And also it is agreed by and between the said parties to these presents, that all and every the said conveyances and assurances so, as aforesaid, hereafter to be had, made, levyed or executed of the before bargained premisses, and every or any part or parcel thereof, shall be and inure; and shall be esteemed, adjuged and taken to be and inure to the only use and behoof of him the said I. H. his Heirs and Assigns for ever, and to no other use, intent or purpose whatsoever: any thing in these presents contained to the contrary thereof, in any wise notwithstanding. In witness &c.

A short Lease of a House in London.

THis Indenture made &c. Between N. H. of &c. Gentleman, on the one part; and I. C. of &c. of the other part, Witnesseth, that the said N. H. for divers good causes and valuable considerations him hereunto especially moving, hath demised, granted, and to farm let, and by these presents doth demise, grant and to farm let unto the said I. C. his executors, administrators &c. all that Messuage or Tenement of him the said N. H. situate, lying and being in &c. containing these severall rooms following (that is to say)

one

one kitchen on the ground, two little rooms or chambers over the ſame Kitchen, and three other little rooms over the ſaid two laſt mentioned rooms &c. together with all wales, entries, paſſages, lights, eaſments, watercourſes, profits, commodities, and appurtenances whatſoever to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining, or therewith now uſed, occupyed or enjoyed. To have and to hold the ſaid Meſſuage or Tenement, and all and ſingular other the premiſes before by theſe preſents demiſed or mentioned to be demiſed, with the appurtenances, and every part and parcell thereof, unto the ſaid I. C. his &c. from the Feaſt day of &c. unto the full end term of &c. from thence next enſuing, and fully to be compleat and ended; Yielding and paying therefore yearly, during the ſaid term unto the ſaid N. H. his executors, adminiſtrators, &c. the rent or ſum of &c. of lawfull &c. at the four moſt uſuall Feaſts or terms in the year, (that is to ſay) at the Feaſts of &c. by even and equall portions, or within fourteen daies next enſuing everie of the ſame Feaſts: And if it ſhall happen the ſaid yearlie rent of &c. to be behind and unpaid, in part or in all, by the ſaid ſpace of fourteen daies next enſuing after any of the ſaid Feaſts on which the ſame ought to be paid, as aforeſaid, being lawfully demanded, that then and from thenceforth and at all times afterwards, it ſhall and may be lawfull to and for the ſaid N. H. his executors, adminiſtrators &c. into the ſaid Meſſuage or Tenement & into every part and parcel thereof, wholly to re-enter and the ſame to have again, retain and repoſſes, as in his and their firſt and former eſtate; any thing aforeſaid to the contrary thereof in any wiſe notwithſtanding. And the ſaid I. C. for himſelf, his execu-

Re-entry upon non payment of the rent.

tors,

tors, Adminiſtrators and aſſigns, and for every of them, doth covenant, promiſe and grant to and with the ſaid N. H. his executors and aſſigns, and to and with every of them by theſe preſents, in form following (that is to ſay) That the ſaid I. C. his executors, adminiſtrators and aſſigns, or ſome of them, at his or their own proper coſts and charges, ſhall and will, from time to time, and at all times hereafter, during the ſaid term of &c. hereby granted, well and ſufficiently repair, ſupport, uphold, maintain, amend and keep the ſaid Meſſuage or Tenement, and all and ſingular other the premiſes, and every part and parcel thereof, in, by and with all and all manner of needfull and neceſſary reparations and amendments whatſoever; and the Pavements, Privies and Widraughts belonging to the premiſes, ſhall cauſe to be paved, purged, emptied and ſcoured: And the ſame premiſes, and every part thereof, ſo well and ſufficiently repaired, upholden, maintained, glaſed, purged, emptied, paved, kept and amended, in the end of the ſaid term, or other ſooner expiration or determination of this preſent Leaſe, peaceably and quietly ſhall leave, ſurrender and yield up unto the ſaid N. H. his executors and aſſigns. And the ſaid N. H. doth for himſelf, his &c. covenant promiſe and grant to and with the ſaid I. G. his &c. and to and with &c. that he the ſaid I. C his &c, paying the rent, and performing the covenants before, in, and by theſe preſents mentioned and reſerved, ſhall or may lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, and all and ſingular other the premiſes, with their appurtenances, and every part and parcel thereof, without any manner of let, ſute, trouble, diſturbance eviction or interruption of the ſaid N. H. his &c, or any of them, or of any other perſon or perſon

whar-

whatſoever, claiming from, by or under him, them or any of them, or by his or their means, act, title, conſent, privity or procurement. In witneſs &c.

An Indenture of Covenants for paſsing of a Recovery in the Common-pleas to cut off an intail.

THis Indenture made *&c.* Between E. C. of *&c* of the one part; and W. O. and I. H. of *&c.* of the other part, Witneſſeth, That it is covenanted, granted, concluded and agreed by and between the ſaid parties to theſe preſents; and the ſaid E. C. doth covenant and grant to and with the ſaid W. O. and J. H. that he the ſaid E. C. ſhall and will permit and ſuffer the ſaid W. O. and J. H. to purchaſe and ſue forth out of his Majeſties high Court of Chancery one Writ of entry *ſur diſceſin in lepoſt*, returnable before the Juſtices of the Common-pleas at *weſtminſter*, at ſome certain day of return in Eaſter Term next coming; by which Writ the ſaid W. O. and J. H. ſhall demand againſt the ſaid E. C. all that Meſſuage, Tenement or Farm, with the appurtenances, ſcituate *&c.* and late were in the poſſeſſion of *&c.* and alſo all that Cloſe of Paſture-ground, commonly called *&c.* containing *&c.* and all that Cloſe of Paſture *&c.* and alſo all and ſingular Lands, Tenements, Rents, Reverſions, Services, Commons, Profits, Commodities, Emoluments and Hereditaments whatſoever, with all and ſingular the appurtenances, to the premiſes, or any part or parcel thereof belonging, or in any wiſe appertaining, by ſuch name and names, and in ſuch manner and form, and by ſuch number and quantity of acres, as the ſaid W. O. and I. H. or the ſurvivor of them, or the Councel learned of them, ſhall be deviſed or adviſed; to which Writ the ſaid E. C. ſhall appear perſonally, or by Attorney, in the ſaid

Court of Common-pleas, and enter into the ſaid warranty and imparl, and vouch to warranty the Common voucher, who ſhall after depart in contempt of the Court; ſo as a good and perfect recovery ſhall and may be had in due form and order of Laws, of the ſaid Meſſuages, Lands, &c. and all other the premiſes, with the appurtenances, according to the uſual courſe of common Recoveries for aſſurance of Lands and Tenements in the ſaid Court of Common-pleas; and that a Writ of *habere fac ſeiſinam* ſhall be thereupon awarded, executed and returned accordingly. And it is further condeſcended unto, and agreed by and between all the ſaid parties to theſe preſents, That as well the ſaid Recovery ſo to be had and executed, as aforeſaid, as alſo all and every other Recovery or Recoveries, Conveyances and aſſurances whatſoever, which before the Feaſt of &c. ſhall be had and executed by and between the ſaid parties to theſe preſents, or any of them, of the ſaid Meſſuages, Lands, Tenements, and Hereditaments, and all and every other the premiſes, with the appurtenances, or of any part or parcel thereof, by what name or names ſoever the ſame ſhall be ſo had and executed; and the full force and execution of them, and every of them, ſhall be and enure, and ſhall be conſtrued, adjudged and taken to be and enure to the only uſe and behoof of the ſaid W. O. his &c. for ever. And the ſaid W. O. and I. H. and the ſurvivor of them, and the heirs of the ſurvivor of them, ſhall for ever from thenceforth ſtand and be ſeized thereof, and of every part thereof, to the only uſe and behoof of the ſaid W. O. his heirs and aſſigns for ever, and to no other uſe, intent or purpoſe whatſoever; In witneſſe, &c.

An

An Aſſignment of a Leaſe.

THis Indenture made &c. Between P. S. of &c. and M. his wife and executrix of the laſt Will and Teſtament of I. C. late of &c. deceaſed, on the one part, and W. W. of &c. Yeoman, on the other part, Witneſſeth, That whereas T. M. of &c. in and by one Indenture of Leaſe bearing date &c. for the conſiderations therein mentioned, did demiſe, grant and to farm-let unto the ſaid I. C. (reciting the Grant) as in and by the ſaid recited Indenture of Leaſe amongſt divers other Covenants, Grants, Articles and Agreements therein contained, more fully and at large it doth and may appear. Now this Indenture further witneſſeth, that the ſaid P. S. and M. his wife, as well for and in conſideration of the ſum of &c. to them in hand paid, before the enſealing and delivery of theſe preſents by the ſaid W. W. whereof they do aeknowledge the receipt; and thereof, and of evety part and parcel thereof, do acquit, exonerate and for ever diſcharge the ſaid W. W. his &c. by theſe preſents, Have given, granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents do give, grant, &c. unto the ſaid W. W. his &c. all that parcel of ground or garden-plat, with the appurtenances, before mentioned, and all houſes, edifices, buildings, &c. and all the eſtate, right, title, intereſt, poſſeſſion, term of years to come, claim and demand whatſoever, which they the ſaid P. S. and M. his Wife, or either of them now have or hath, may, might, ſhould or in any wiſe ought to have or claim, of, in or to the ſaid parcel of ground and garden-plat, and other the premiſes, with the appurtenances, and every or any part or parcel thereof, by force and vertue of the ſaid Indenture of Leaſe. To have and to hold *Habend.*

the ſaid parcels of ground or garden-plat, and all houſes, Edifices and Buildings thereupon, or upon any part or parcel thereof, now ſtanding or being; And alſo all the ſaid recited Indenture of Leaſe, and all the eſtate, right, title, intereſt, term of years, and all and ſingular other the premiſes, with the appurtenances, in and before by theſe preſents bargained, ſold, aſſigned and ſet over, or mentioned or intended to be hereby given, granted, bargained, ſold, aſſigned and ſet over, and every part & parcel thereof, unto the ſaid W. W. his Executors, Adminiſtrators and Aſſigns, to his and their own proper uſes and behoofs, during the reſidue of the ſaid term, in and by the ſaid Indenture of Leaſe granted, and therein now to come and unexpired, in as large, ample and beneficial manner, to all intents, conſtructions and purpoſes, as they the ſaid P. S. and M. his Wife, or either of them, now have or hath, may, might, ſhonld or in any wiſe ought to have and enjoy the ſame, by force and vertue of the ſaid recited Indenture of Leaſe, or otherwiſe howſoever; And the ſaid P. S. and M. his Wife, for themſelves, their Executors, &c. and for either of them and either of their &c. doth covenant &c. that the ſaid recited Indenture of Leaſe &c. at the time of the enſealing and delivery of theſe preſents, is a good, ſure, perfect and indefeazable Leaſe in the law, of and for the ſaid parcel of ground or garden-plat, & premiſes hereby demiſed, & ſo ſhall ſtand, remain, continue and be unto the ſaid W. W. his executors, &c. to his & their own proper uſes & behoofs, for and during all the term of years thereby granted and yet to come and unexpired, under the Rents and covenants therein mentioned or contained. And alſo that the ſaid VV. his &c. and every of them, under the Rents, Covenant, Articles, and Agreements in the ſaid recited Indenture of Leaſe contained, ſhal

or

or may for and during all the reſt and reſidue yet to come and unexpired of the ſaid Term in the ſaid recited Indenture or Leaſe contained, lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid parcel of ground or garden-plar, and all other the premiſes, with the appurtenances, and every part and parcel thereof, without the let, trouble, contradiction or interruption of them the ſaid P. S. and M. his wife, or either of them, their or either of their heirs, executors, or aſſigns, or of any other perſon or perſons whatſoever, lawfully claiming or to claim any eſtate or intereſt in the premiſes, or any part thereof, by, from or under him, them or any of them, diſcharged alſo of and from all former Bargains, Sales, Gifts, Surrenders, Forfeitures and Re-entries, Rents, Arrerages of Rents, Charges and Incumbrances done or to be done by the ſaid P. S. and M. his wife, or either of them, or by any other perſon or perſons whatſoever, lawfully claiming from, by or under him, them or either or any of them, as aforeſaid; or by his, their, either or any of their means, act, title, intereſt, forfeitures or procurement, the rents and covenants in the ſaid recited Indenture of Leaſe herein before mentioned and expreſſed, only excepted and foreprized. In witneſs &c.

An Aſsignment of the Moity of a Houſe and Goods, with good Covenants.

TO all Chriſtian people to whom &c. R. B. of L. &c. executors of the ſaid Will and Teſtament of R. R. late of L. deceaſed; and P. K. Citizens, &c. ſend greeting in our Lord God everlaſting. Whereas W. T. of &c. by his Indenture of Leaſe dated &c. for the conſideration therein mentioned, did demiſe, grant and to farm-let unto the ſaid P. K. his &c. all

That the Meſſuage or Tenement, called &c. ſituate and being &c. together alſo with all the goods and Utenſils of Houſhold ſtuff, then being in and belonging to the ſaid Meſſuage or Tenement, mentioned and comprized in a Schedule to the ſaid Indenture annexed: To have and to hold &c. as in and by the ſaid &c. And whereas the ſaid P. K. by Deed pole dated, &c. for the conſiderations therein expreſſed, did demiſe &c. the ſaid laſt mentioned Indenture &c. and all his eſtate &c. of, in and to the ſaid &c. unto the ſaid R.R. the eſtate and intereſt of which ſaid R.R. of, and in &c. did after come to the ſaid R.B. as Executor of the laſt VVill and Teſtament of the ſaid R.R. And the ſaid R. B. being thereof poſſeſſed by the means aforeſaid, did by Indenture dated &c. for the conſiderations &c. grant, bargain &c. the Moity of the ſaid &c. unto I. C. of &c. And the ſaid I. C. by Deed-pole dated &c. did make over the ſaid Moity of the ſaid &c. unto A. B. Inn-keeper &c. and the other Moity of and in the ſame &c. now remaining in the ſaid R. B. and P. K. or one of them; together with the whole right, title, &c. Now know ye, that we the ſaid R. B. and P. K. for and in conſideration of &c. Have given, granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents, &c. unto the ſaid R.M. the ſaid laſt mentioned Moity of the ſaid Meſſuage or Tenement, with the appurtenances, called the &c. aforeſaid: And alſo all our right, title and intereſt, of, in and to the ſaid Moity of the ſaid Goods and Chattels before mentioned, thereunto belonging, and every part and parcel thereof: As alſo all the eſtate, right, title, intereſt, term and terms of years, property, claim and demand whatſoever, which we the ſaid R.B. and P. K. or either of us, now have, may, might, ſhould or in any wiſe ought to have and enjoy, of, in or to the ſaid Meſſuage or Tenement, called &c. and

of

of, in or to the Moity of the said goods and chattels thereunto belonging: Together with all writings, Leases, counterparts of Leases, Escripts and Minuments, touching and concerning the same premises, in as large and ample manner as we or either of us, now have or may hold the same by force and vertue of the said several Indentures before mentioned, or any thing therein contained, or otherwise howsoever: To have and to hold all and singular the before bargained premises, with their appurtenances, and every part and parcel thereof, unto the said R. M. his &c. to his and their own proper uses and behoofs, as fully, and in as large and ample manner and form, as we the said R. B. and P. K. or either of us, now have, may, might, should or ought to have and enjoy the same. And we the said R. B. and P. K. for us and either of us and either of our heirs &c. and for every of us, doe covenant, promise, &c. that we the said R. B. and P. K. or one of us (at the time of the ensealing and delivery of these presents) are or is the very true and right owners and possessors, or owner and possessor of the premises hereby before mentioned to be bargained and sold, with the appurtenances, and every part and parcel thereof, for and during all the rest and residue of the said several terms yet to come and unexpired in the said several recited Indentures of Lease; and that we, or one of us, have or hath full power and good right, true title, and absolute authority, to give grant, bargain, sell, assign and set over the said premises hereby bargained and sold, with their and every of their appurtenances, unto the said R. M. his &c. in manner and form aforesaid. And also that all and singular the said premises hereby mentioned to be bargained and sold, with their and every of their appurtenances, and every part and parcel thereof, at the time of the ensealing and delivery of these pre-

ſents, are and be, and ſo at all times hereafter from henceforth during all the reſt and reſidue of the ſaid ſeveral terms, in and by the ſaid ſeveral recited Indentures of Leaſe granted, ſhall be, remain and continue unto the ſaid R. M. his &c. free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved and kept harmleſs, of and from all and all manner of former and other Bargains, Sales, Gifts. Grants, Leaſes, Fines, Forfeitures, Rents, Arrerages of rents, cauſe and cauſes of forfeitures, and re-entry; and of and from all other Titles, Troubles and incumbrances whatſoever, heretofore had, made, committed, ſuffered or done by us the ſaid R. B. and P. K. or either of us, our Executors, &c. or any of us, in any manner or wiſe howſoever; And ſo ſhall be during all the reſt and reſidue of all and ſo many years as are yet to come and unexpired of the ſaid ſeveral terms, in and by the ſaid ſeveral recited Indentures of Leaſe granted, according to the true intent and meaning of theſe preſents (the ſeveral rents, payments, covenants and agreements in the ſaid ſeveral recited Indentures of Leaſe reſpectively comprized and ſpecified; which from henceforth on the Tenants and Leſſees parts and behalfs, are or ought to be obſerved, performed, fulfilled and kept, according to the true meaning of the ſeveral recited Indentures of Leaſe; and the Moity or one half part of the yearly rent of &c. reſerved for certain Rooms, and Chambers belonging to the &c. now in the occupation of &c. which Moity of the ſaid rent is formerly ſold and releaſed unto the ſaid A. B. his &c. only excepted and foreprized) any thing in theſe preſents contained &c. In witneſs &c.

An Assignment of a Lease in trust whereof the Assignor is to take a further estate in the premises.

THis Indenture made &c. Between S. A. C. of &c. on the one part, and E.H. and C. D. of &c. on the other part, Witnesseth, That whereas Sir F.D. &c. by his Indenture of Lease bearing date the &c. (*reciting the Grant and Habend.*) as in and by &c. Now this Indenture further Witnesseth, that the said Sir A.C. for and in consideration of the trust hereafter mentioned, & for divers other good causes and considerations him thereunto moving, hath granted, bargained, sold, assigned and set over, and by these presents doth grant, bargain, &c. unto the said E.H. and C.D. their executors, administrators and assigns, and to the survivor of them the said E.H. and C.D. and to the executors, administrators and assigns of the survivor of them, all &c. (mentioning all that is assigned and set over) To have and to hold the said Lordship &c. and all other the premises, with all and singular their appurtenances before by these presents bargained, sold, assigned and set over, and every part and parcel thereof, unto the said E. H. and C. D. their Executors, Administrators and Assigns, and to the survivor or survivors of them the said E.H. and C.D. and to the executors, administrators and assigns of the survivor of them all &c. (*mentioning all that is assigned &c.*) Nevertheless upon this trust and confidence in them and every of them reposed, that they the said E.H. and C.D. or the survivor of them, or the executors, &c. of the survivor of them, shall and will at all times hereafter, and from time to time, upon the reasonable request to them or any of them to be made, and at the costs and charges in the Law of the said Sir A. C. his executors, &c. assign, convey and assure. all and singular the before bargained premises, and every part and parcel thereof, unto such person or persons, their

their executors &c. by the ſaid Sir A. C. his Executors, &c. ſhall be nominated and appointed, in ſuch manner and form, as by the ſaid Sir A. C. his Executors &c. or his or their Councel learned in the Law, ſhall be reaſonably deviſed, or adviſed, and required, and upon further truſt and confidence, that they and every of them, ſhall and will upon the like requeſt to be made, do and perform all and every lawfull act and acts, thing and things whatſoever, for the extinguiſhment of this preſent bargain, ſale, and aſſignment of the premiſes above mentioned, as by the ſaid Sir A. C. his Executors, &c. or by his or their Councel learned in the Law, ſhall be reaſonably deviſed or adviſed and required. In witneſs &c.

An Aſsignment of a Judgement.

THis Indenture made &c. Between M. M. &c. on the one part, and R. T. &c. on the other part, Witneſſeth; That whereas the ſaid M. M. hath recovered a Judgement, in his Majeſties Court of Common-Pleas at *Weſtminſter*, in *Hilary* Term *Anno* &c. againſt E. G. for xx l. debt, beſides coſts of ſute, as by the Records of the ſaid Court more at large may appear; Now the ſaid M. M. for good conſiderations him moving, hath bargained, ſold, aſſigned, and ſet over, and by theſe preſents doth bargain, ſell, aſſign and ſet over unto the ſaid R. T. his executors &c. as well the ſaid Judgement, and all and every ſum and ſums of money therein mentioned and contained; As alſo, all benefit and advantage, which ſhall or may be had, obtained or gotten by reaſon or means of the ſaid Judgement, or any proceſſe, or execution thereupon to be had, ſued out, or executed: To have and to hold, the ſaid Judgement, ſum and ſums of money, benefit, advantage and other the premiſes aforeſaid, unto the ſaid R. T. his &c. to his and

their

their own proper uſes and behoofs, in as ample manner, as he the ſaid M. M. his Executors or Aſſigns, might or could have and enjoy the ſame, if theſe preſents had never been had or made; and the ſaid M. M. his Executors &c. ſhall and will juſtifie, maintain and avow, all and every lawfull act and thing that ſhall be done in and about the premiſes, without releaſing or diſcharging the ſame: So as there be no further benefit taken, than only the due debt, intereſt and charges; And that all the benefit which ſhall be obtained or gotten upon the ſaid judgement, ſhall wholly remain and be unto the ſaid R. T. his Executors, &c. to his and their own proper uſes and behoofs, without any accompt, or other thing to be therefore yielded or done unto the ſaid M. M. his &c. In witneſs &c.

An Aſſignment of an Annuity.

TO all Chriſtian people, &c. I I.W. of &c. Gentleman ſend greeting in our Lord God everlaſtſting; Whereas I. G. Citizen &c. by his Deed indented bearing date &c. for the conſideration therein mentioned, did give, grant and confirm unto me the ſaid I. W. one annuity or yearly rent ot penſion of &c. to be iſſuing and going out of all and ſingular the Meſſuages or Tenements, Lands and premiſes of the ſaid I. G. ſcituate and being in &c. for the term of the natural life of me the ſaid I. W. as in and by the ſaid Deed indented (among divers other Covenants, Grants, Articles and Agrements therein contained) more fully and at large it doth and may appear: Now know ye, that I the ſaid I. W. for good conſiderations me moving, have aſſigned and ſet over, and by theſe preſents do aſſign and ſet over unto S. L. of &c. the ſaid Annuity or yearly penſion of &c. To have

have and to hold the ſaid Annuity or yearly Rent of &c, aforeſaid unto the ſaid S. L. and her aſſigns, in as large and ample manner and form as I the ſaid I. W. may or ought to have and enjoy the ſame by force of the ſaid Deed indented, or any thing therein contained (together with the ſaid Deed indented) In Witneſs &c.

A Releaſe for one uſed in truſt.

TO all Chriſtian people, &c. R. M. of &c. ſendeth greeting in our Lord God everlaſting: Whereas C. G. and T. T. for and in conſideration of a certain ſumme of money to them paid, by I. L. of &c. by their Indenture of bargain and ſale, bearing date *&c.* did grant, bargain and ſell unto the ſaid I. L. and R. M. their Heirs and Aſſigns for ever, all that their third part in three parts equally to be divided, of all that their Meſſuage or Tenement called *&c.* with the appurtenances, ſcituate *&c.* late in the tenure of *&c.* And alſo all that their third part in three parts equally to be divided, of all that their Mine of Coals opened or to be opened, or to be gotten or digged, within the Grounds or Lands to the ſaid Meſſuage or Tenement, called *&c.* belonging or appertaining, or in any part or parcel thereof, as by the ſame Indenture among divers other Covenants and agreements more at large it doth and may appear: all which premiſes in the Indenture ſpecified, ſo ſold, and granted to the ſaid I. L. and R. M. as aforeſaid, was before and at the enſealing of the ſaid Indenture, intended and meant to be to the only uſe and behoof of the ſaid I. L. and his Heirs, and to no other uſe or purpoſe whatſoever: Now know ye, that I the ſaid R. M. for and in regard of the truſt and confidence in me repoſed by the ſaid I. L. have re-

remſied, releaſed and for ever quit-claimed, and from me and my heirs do by theſe preſents remiſe, releaſe, and for ever quit-claim unto the ſaid I. L. and his heirs, All my right, intereſt, eſtate, title and demand which heretofore I have had, or now have, of and in the ſaid premiſes, in the ſaid Indenture ſpecified, or in any part or parcel thereof. In witneſſe, &c.

A Surrender of a Leaſe for Lives for the obtaining of a new Leaſe.

TO all &c. I A. S. &c. ſend greeting &c. whereas I the ſaid A. now am and ſtand lawfully ſeized, and poſſeſſed of a Leaſe for term of my life to me made and granted by &c. bearing date &c. of and in &c. all which premiſes are ſcituate, &c. and are of the yearly value of &c. as by the ſaid Indenture of Leaſe, relation &c. Now know ye, that I the ſaid A. have granted and ſurrendred, and by theſe preſents do fully and abſolutely grant and ſurrender unto the ſaid &c. his Heirs and Aſſigns, the ſaid Meſſuage &c. demiſed by the ſaid &c. to me the ſaid A. by the ſaid recited Indenture of Leaſe as aforeſaid, And all the eſtate, right, title, intereſt, term of life, and demand whatſoever, of me the ſaid A. of in and to the ſaid Meſſuage and other the premiſes, with the appurtènances, and of, in and to every of them, and every part and parcel thereof, by force and vertue of the ſaid recited Indenture of Leaſe or otherwiſe howſoever: Together alſo with the ſaid Indenture of Leaſe, To the intent nevertheleſſe, and upon condition that the ſaid &c. may by his Indenture of leaſe, make a new demiſe and grant of the premiſes to I. H. and C. his Wife, and N. their ſon, for term of their natural lives, and the life of the longeſt liver of them ſucceſſively, or otherwiſe

wife as ſhall be thought convenient, and for and under the yearly rent, and under ſuch proviſoes, covenants and articles, as ſhall be thought fit therein to be comprized. In witneſs, &c.

A Revocation of a Sute.

TO all &c. I A. B. ſend greeting &c. Whereas an action hath been brought at the Common Law in my name, againſt P. F. upon a bond, wherein the ſaid P. F. and one W. D. became bound unto me in the ſum of &c. on the &c. as by the ſame obligation &c. Now know ye, that I the ſaid A. B. do by theſe preſents revoke and withdraw the ſaid action and ſute brought againſt the ſaid P. F. upon the ſaid obligation, & all proceedings thereupon had in my name, and do alſo countermand all letters of Atturney, and other authorities whatſoever, by me heretofore made, or given to any perſon or perſons, for the proſecution of any action or ſute upon the ſaid bond; And do alſo ſignifie and declare, that my will and pleaſure is, that no action or ſute ſhall at any time hereafter be brought or commenced againſt the ſaid P. F. and W. D. nor either of them, nor their, nor either of their heirs &c. upon the ſaid obligation. In witneſſe, &c.

A Releaſe for waſt done.

TO all &c. W. S. of &c. ſendeth greeting in our Lord God everlaſting: Whereas I. S. of &c. being poſſeſſed of a Leaſe of divers years yet to come, of and in one parcel of Wood-ground, commonly called, &c. ſituate &c. containing, &c. being parcel of the poſſeſſion of W. S. &c. aforeſaid; And whereas the ſaid I. S. for the better advantage to himſelf, and for the increaſe of his own yearly

yearly profit to be made of the ſame Wood-ground; and for the better and more profitable manuring of the ſaid ground, hath for that purpoſe cut down, and grubbed up divers Trees in and upon the ſaid parcel of Wood-ground, and hath converted the ſame ground into Tillage, whereby a far greater annual profit is, and yearly advantage will be made thereof, than if the ſame ſhould continue Wood-ground, which in time to come will turn to the better benefit and advantage of the ſaid W. S. and his heirs after the end and determination of the ſaid Leaſe, made to the ſaid I. S. yet notwithſtanding the ſaid I. S. is ſubject and liable to be queſtioned and troubled by action to be commenced againſt him, both for the waſte he hath committed by cutting down trees, and for not preſerving of the ſaid Woods, according to the Covenants comprized in his ſaid Leaſe; Now know ye, that the ſaid W. S. &c. for and in conſideration of &c. and for divers good cauſes, &c. hath for himſelf, his heirs, executors &c. remiſed, releaſed, and quit-claimed, and by theſe preſents doth clearly and abſolutely remiſe, releaſe, and quit-claim unto the ſaid I. S. &c. all and all manner of Actions of waſt, and all manner of ſutes for any waſtes or ſpoils done or committed by him the ſaid R. S. in the ſaid Wood, and Wood-ground, called &c. aforeſaid, until the date of theſe preſents; And all, and all manner of actions of covenants, and other actions, ſutes, or demands, concernings, covenants, proviſoes, or agreements for not cutting down, or grubbing up the ſame woods, or under-woods, heretofore cut and grubbed up. In witneſs.

A

A Releaſe of Errors.

BE it Known &c. That I A. B. &c. have remiſed, releaſed, quit-claimed and diſcharged, and always for me, my Heirs, Executors, Adminiſtrators and every of them, for evermore do quit-claim and diſcharge unto C.D. of &c. all and all manner of error and errors, cauſe and cauſes of error and errors, miſpriſions, miſ-entries and erroneous proceedings whatſoever, had, made, committed, omitted, ſuffered or done, in all, every or any plaint, plea, proceſs, Judgement and Execution whatſoever, had, made, &c. by the ſaid &c. againſt me the ſaid A. B. in any of the Kings Majeſties Courts of Records, at any time from the beginning of the world &c. In witneſs &c.

A Diſcharge of an Apprentice from his ſervice.

TO all *&c.* I F. W. of *&c.* ſend greeting *&c.* Whereas M. N. by his Indenture bearing date, *&c.* did put himſelf Apprentice to me for the term of *&c.* commencing *&c.* as by the ſaid Indenture may appear; Now know ye, that I the ſaid F. W. for good conſiderations me thereunto moving, doe by theſe preſents clearly and abſolutely diſcharge and ſet free the ſaid M.N. of and from my ſervice, ſo as neither I nor any for me ſhall or may at any time hereafter, ask, claim or demand any ſervice of the ſaid M.N. by vertue of the ſaid Indenture or otherwiſe; And alſo I do hereby remiſe and releaſe unto the ſaid M. N. all actions, cauſe and cauſe of actions, ſervice and demands whatſoever, which I now have or hereafter may have againſt him, by reaſon of any act whatſoever, from the beginning of the world untill the

the day of the date of these presents. In witnesse whereof &c.

A Letter of Atturney, to receive money due upon a Bond.

KNow all men by these presents, That I T. A. of &c. have assigned, ordained and made, and in my stead and place, by these presents, put and constituted my trusty and well-beloved friend I. B. of &c. my true and lawfull Atturney, for me and in my stead and name, but to the use and behoof of him the said I. B. to take, recover and receive of W. S. of &c. O. T. of &c. and L. M. of &c. the sum of &c. due unto me for non-payment of the sum of &c. of like money; on the twentieth day of &c. last past before the date of these presents, as by one Obligation with condition thereunder written, bearing date &c. in the year &c. it doth and may more plainly appear; giving, and by these presents granting unto my said Atturney, my full power and lawfull authority in the premises, to do, say, perform, conclude and finish, for me and in my name as aforesaid, all and every such act and acts, thing and things; devise and devises in the Law whatsoever, for the recovery of all the debts aforesaid; as fully, largely and amply in every respect, as I my self might or could doe if I were personally present; And upon the receipt thereof acquittances or other discharges for me and in my name to make, seal and deliver, ratifying, allowing and holding firm and stable, all and whatsoever my said Atturney shall lawfully do or cause to be done in or about the execution of the premises, by vertue of these presents, In witness &c.

A Letter of Atturney to enter upon Lands, and deliver a Leaſe.

KNow all men &c. that I R.R. of &c. have made, ordained, conſtituted and appointed, and by theſe preſents doe make, ordain, conſtitute and appoint T. C. of &c. my true and lawfull Atturney, for me and in my ſtead and name to enter and come into and upon the Farm and Lands of T. in the Pariſh of &c. in the County of &c. now in the tenure or occupation of K. T. or of his Aſſigns, and upon any part thereof then and there for me, and in my ſtead and name, to deliver, as my act and deed, unto H.M. of &c. or to his Aſſigns, one Indenture, whereunto I have already ſealed, bearing date &c. made between me the ſaid R.R. on the one part, and the ſaid H. M. on the other part, purporting a Leaſe of the ſaid Farm and Lands unto the ſaid H. M. his Executors, Adminiſtrators and Aſſigns, for the term of ten years next enſuing, as in and by the ſaid Indenture more at large appeareth. Which Indenture, after the ſame ſhall be ſo delivered by my ſaid Atturney, I the ſaid R. R. do promiſe by theſe preſents, ſhall be my effectual Deed in Law, to all intents, conſtructions and purpoſes, as if I the ſaid R. R. had ſealed and delivered the ſame then there my ſelf. In Witneſs &c.

Another Letter of Atturney to enter upon Lands, and to deliver a Leaſe.

TO all &c. We T. A. and R. M. ſend greeting. Whereas we the ſaid T. A. and R.M. have ſigned and ſealed to one Indenture bearing date with theſe preſents, purporting a Leaſe demiſed or granted to I.H. of &c. of all that our Mannor or Farm

of

of &c. with the House, Barns, Stables, Orchards, Gardens &c. and all that our site or Rectory or Parsonage of L. in the said County of N. Together with the Demeasn Lands to the said Mannor or Farm belonging or appertaining, To hold from the ensealing and delivery of the same Indenture for the term of 6 years then next ensuing, as by the same Indenture of Lease at large appeareth. Now know ye, that we the said A, T. and R. M. have made, ordained constituted and appointed, and by these presents do make, ordain, constitute, and in our steads and place put and appoint our trusty and well-beloved Friend I.H. &c. our true and lawfull Atturney and Assignee, for us, and in our steads and names to enter and come into and upon all that the said &c. and other the Lands aforesaid, or into some part thereof, and then and there, after such entry made, to deliver unto the said I.H. (as our very act and deed) the said Indenture of Lease above mentioned: to hold according to the tenure of the said Indenture. And further to do and execute all and every such further thing or other act whatsoever, as shall be needfull to be done and performed in that behalf, in as large ample and effectual manner as we our selves might or could do, if we were personally present, In witness, &c.

A Letter of Atturney upon a Specialty being not due, with Covenants to justifie actions.

TO all &c. to whom this present writing shall come, Sir T. R. of &c. sendeth greeting in our Lord God everlasting. Whereas H. F. of &c. Gentleman, in and by one Obligation with condition thereupon endorsed, bearing date &c. is and standeth bound unto the said Sir T. R. in the sum of &c. of lawfull &c. conditioned for the true payment of &c.

on the &c. next &c. at or in the &c. as in and by the ſaid Obligation and Condition thereof at large appeareth. Now know ye, that the ſaid T. R. for divers good cauſes and conſiderations him moving, hath aſſigned, ordained and made, and in his ſtead and place put and conſtituted his truſty and well-beloved friend R. D. Citizen &c. his true and lawfull Atturney, for him, and in his ſtead and name, and to the only proper uſe and behoof of the ſaid R.D. to ask, require and receive of the ſaid H.F. his Executors, Adminiſtrators or Aſſigns, the ſaid ſum of &c. at the ſaid day and place aforeſaid. And if default be made in payment of the ſaid ſum of &c. as aforeſaid, Then he the ſaid Sir T. R. doth by theſe preſents make, ordain, conſtitute and appoint the ſaid R.D. to be his true and lawfull Atturney, for him, in his name, and to the only uſe of the ſaid R.D. to ask, levy, demand, recover, and receive of the ſaid H. F. his Executors and Adminiſtrators, the ſaid ſum of &c. ſo forfeited unto him the ſaid Sir T.R. for non-payment of the ſaid ſum of &c. at the day, time and place aforeſaid: Giving and by theſe preſents granting unto his ſaid Atturney, his full power and lawfull authority in the premiſes; and upon default of the ſaid ſum of &c. or any part thereof, the ſaid H. F. his Heirs, Executors, Adminiſtrators &c. or any of them to arreſt, ſue, implead, impriſon, and out of priſon to deliver, and pleas and proſecutions againſt them and every of them to ſuſtain and maintain according to the courſe of the Law; and upon the receipt of the ſaid ſum of &c or any part thereof, Acquittance, or other diſcharges for him and in his name to make, ſeal and deliver: and one Aturney or more under him to ſubſtitute, and at his pleaſure to revoke, and all and every other act and acts, thing and things, deviſe and deviſes in the Law whatſoever needfull

needfull or requiſite to be done in or about theſe premiſes, for him, and in his name to do, execute and perform, as fully, largely and amply in every reſpect, as he himſelf might or could do, if he were perſonally preſent; ratifying, allowing and holding firm and ſtable, all or whatſoever his ſaid Atturney or his Subſtitute lawfully authorized, ſhall lawfully do, or cauſe to be done in or about the execution of the premiſes by theſe preſents. And the ſaid T. R. for himſelf &c. that he the ſaid T. R. his Heirs, Executors and Admin. and every of them, at all time and times hereafter, upon the reaſonable requeſt, or notice to him given, and at the coſts and charges in the Law of the ſaid R. D. his Executors, Admin. or Aſſignes, or ſome of them, ſhall and will maintain, juſtifie and avow with effect, all and every ſuch action or actions, Writ or Writs, Pleas, Proceſs, Judgements and Executions whatſoever which by the ſaid R.D. his Executors, Adminiſtrators or Aſſigns, ſhall at any time hereafter be lawfully ſued, commenced, had or brought in his name againſt the ſaid H.E. his Heirs, Exec. or Adminiſtrators, or any of them, upon or by reaſon of the Obligation above mentioned, or of any ſum or ſums of money therein mentioned or contained. And alſo, that he the ſaid T. R. hath not at any time heretofore, neither he, his Executors, or Adminiſtrators, or Aſſigns, or any of them, at any time hereafter ſhall or will remiſe, releaſe or otherwiſe diſcharge the ſaid H.F. his Heirs, Executors or Adminiſtrators, or any of them, of the ſaid Obligation above recited: nor yet of any ſum or ſums of money therein contained, without the ſpecial licenſe, conſent or agreement of the ſaid R. D. his Executors, Adminiſtrators or Aſſigns or ſome of them, thereunto firſt had and obtained in writing under his or their hands and ſeals, and that all the benefit and commodity that

ſhall be recovered, obtained or gotten by means of any ſuch action, ſute, plaint, judgement or executions ſhall redound, come and be to the only uſe and behoof of the ſaid R. D. his &c. without any accompt or other thing therefore to be yielded or done to the ſaid Sir T. R. his &c. or any of them. In witneſs &c.

A Letter of Atturney General to receive debts and rents.

KNow all men by theſe preſents, that I A. W. of &c. have aſſigned, ordained and made, and in my ſtead and place by theſe preſents put and conſtitute my truly and well beloved ſervant H. H. of &c. to be my true and lawfull Atturney, for me, and in my name, and to my uſe, to ask, ſue for, levy, require, recover and receive all and every ſuch debts, rents and ſums of money as are now due unto me, or which at any day or days, time or times hereafter, ſhall be due, owing, belonging or appertaining unto me by any manner of ways or means whatſoever, from any perſon or perſons whatſoever, giving & granting unto my ſaid Atturney by theſe preſents, my full and whole power, ſtrength & authority in and about the premiſes; and upon the receit of any ſuch debts, rents and ſums of money aforeſaid, acquittances or other diſcharges for me and in my name, to make, ſeal and deliver, and all and every other act and acts, thing and things, device and devices in the Law whatſoever needfull and neceſſary to be done in or about the premiſes for the recovery of all or and ſuch debts, rents, or ſums of money, as aforeſaid, for me and in my name to do, execute and perform, as fully, largely and amply to every reſpect, to all intents, conſtructions, and purpoſes as I my ſelf might or could do, if I were perſonally preſent; ratifying, allowing and holding

firm

firm and ſtable all and every ſuch act and acts. In witneſs &c.

A ſhort Letter of Atturney of a Bond not dué.

KNow all men &c. That I A.B. of &c. have made, ordained, conſtituted and appointed, and by theſe preſents do make, ordain, conſtitute and appoint R. B. of &c. to be my true and lawfull Atturney irrevocable, for me, in my name and to his uſe, to ask, demand and receive of &c. the full ſum of &c. which ſhall be due and payable unto me by the ſaid &c. at the Feaſt of &c. next and immediatly enſuing the date of theſe preſents, by vertue of one Obligation to me made from the ſaid &c. bearing date &c. laſt paſt, before the date of theſe preſents, as by the ſame obligation &c. And for non-payment of the ſaid ſum of &c. at the day and place aforeſaid, I do by theſe preſents authorize and appoint the ſaid &c. for me and in my name, and to the uſe aforeſaid, to ask, levy, ſue for, recover and receive of the ſaid &c. the ſaid full ſum or penalty of &c. to be then due and forfeited unto me for ſuch non-payment. Giving and by theſe preſents granting unto my ſaid Atturney, my full power and abſolute priviledge, right, benefit and authority in all things whatſoever, which doth can or may in any wiſe touch or concern the premiſes, either for the receipt of the ſaid ſum of &c. on the day above-mentioned, or for the doing and performing of any other act or acts, thing and things whatſoever, as ſhall be needfull and requiſite to be done, proſecuted and performed for the recovery of the ſame, or the ſaid penalty, in caſe of forfeiture, as aforeſaid: And that in as large and ample manner in every reſpect, and to all intents

and purposes, as I my self might or could do if I were in person present. And whatsoever my said Atturney or his Substitute lawfully authorized, shall do or cause to be done in the premises, I promise to allow of, and confirm by these presents. In witness &c.

A short Letter of Atturney for the setting over of a Bond forfeited.

KNow all men &c. that I H.H. of &c. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint, my trusty and well beloved friend W. M. of &c. to be my true and lawfull Atturney for me, and in my stead and name, and to his own use, to ask, levy, recover, demand and receive of T. M. and N.L. of &c. Gentleman, and either of them, their and either of their executors and administrators, the sum of &c. which they have forfeited, and from me unjustly do detain and keep for non-payment of the sum of &c. at a certain day past, as by one Obligation with condition thereupon endorsed, bearing date &c. more at large it doth and may appear. Giving and by these presents granting unto my said Atturney, my full power and authority in all things touching this my present businesse, and in my name to commence and prosecute any action or actions, sute or sutes, for the recovering and getting of the said summe of &c. and every or any part or parcel thereof, and Atturney or Atturneys in that behalf to constitute and make, and upon receipt thereof, or of any part thereof, acquittances or other lawfull discharges, in my stead and name to make, seal and deliver; ratifying and allowing by these presents, all and whatsoever my said Atturney or his Assigns, shall for obtaining and

recovery of the ſaid ſum of &c. or any part thereof, do or cauſe to be done in my ſtead and name. And alſo I the ſaid H.H. do covenant and promiſe by theſe preſents, that I the ſaid H.H. have not releaſed nor will releaſe the ſaid T. M. and N. &c. of the ſaid Bond, nor of the penalty therein contained, nor countermand this preſent Letter of Atturney, nor the authority thereby granted, nor any ſute, act or proceeding at any time hereafter, by vertue of theſe preſents to be brought or done. In witneſs &c.

A Letter of Atturney to take poſſeſſion of lands delivered by a Sheriff upon an Extent.

KNow all men by theſe preſents, That I A. B. &c. Eſquire, have made, ordained, conſtituted, and by theſe preſents put and appointed my well beloved friend C. D. to be my true and lawfull Atturney, for me, and in my ſtead and name to enter into the Mannor of H. with the appurtenances, in the County of L. and now in the tenure or occupation of &c. of the yearly value of &c. and full and peaceable poſſeſſion and ſeiſin thereof, for me, and in my ſtead and name, and to my uſe, to take, receive, retain and keep, as to him the ſame ſhall be delivered by the Sheriff of of the ſame County of &c. according to the tenour purport and effect of his Majeſties Writ of Extent unto the ſaid Sheriff in that behalf directed. Giving and granting by vertue of theſe preſents unto my ſaid Atturney, my full power and authority, and all and every thing and things, needfull, neceſſary or requiſite to be had, made, or done for or concerning the ſaid poſſeſſion, taking or the retaining of the ſame to my uſe, as aforeſaid; the ſame for me, in my ſtead and name to do, uſe execute and exerciſe, as fully and wholly, and in as large and ample

ple manner and form, and to all intents and purpoſes as I my ſelf might and could do, if I were perſonally preſent; Ratifying, allowing and holding firm and ſtable all and whatſoever my ſaid Atturney ſhall lawfully do or cauſe to be done in or about the execution of the premiſes, by vertue of theſe preſents. In witneſs &c.

A Covenant for the levying of a Fine.

AND the ſaid C. D. for himſelf, his Executors &c. and for every of them, doth covenant and grant to and with the ſaid W. C. and F. W. their executors, adminiſtrators, &c. That the ſaid C. D. or his heirs, ſhall and will at and before the &c. at the proper coſts and charges in the Law of the ſaid C. D. his heirs, &c. according to the uſual courſe of fines and recoveries uſed and accuſtomed, levy one lawfull and ſufficient Fine, and ſuffer a lawfull and ſufficient recovery to be had and made againſt him the ſaid C. D. and his heirs, unto the ſaid W. C. and F. W. and their heirs or the Survivor of them, or to ſuch other perſon and perſons as they the ſaid W. and P. or the Survivor of them or their Heirs ſhall nominate and appoint, of all that Meſſuage &c. (naming the Lands) with all and ſingular their appurtenances, ſcituate and being in C. aforeſaid in the County of B. Which ſaid Fine or Fines, Recoverie or Recoveries, and all other aſſurances, and conveyances to be had, made, levied, acknowledged and executed of the premiſes, or any part thereof, by the name or names aforeſaid, or by any other name or names, or in any other manner or form, ſhall be, and the ſaid W. C. and F. VV. and their Heirs, and all and every other perſon and perſons, and the Survivor of them and their Heirs

to

to whom the ſaid Fine ſhall be levied or acknowledged as aforeſaid, ſhall ſtand and be ſeized of all and ſingular the premiſes and every part thereof, to the only proper uſe and behoof of the ſaid W. and F. and their heirs for ever, to the intent a lawful and ſufficient recovery may be had of all and ſingular the premiſes, and of every part and parcell thereof, according to the true intent and meaning of theſe preſents, which ſaid recoveries ſhall be and ſhall be always deemed, adjudged and taken to be to the only uſe and behoof of the ſaid W. C. and F. W. and of the Heirs males of their bodies to be begotten, and for default of ſuch iſſue, then to the uſe and behoof of the ſaid W. C. and of his heirs and aſſigns for ever. In witneſs &c.

A Covenant to ſurrender a Copy-hold at the next Court.

AND the ſaid &c. for himſelf, his &c. doth covenant and grant to and with the ſaid &c. his &c. that at the next Court holding at the Mannor of F. in the County of W. the ſaid R. I. and his Wife ſhall come and perſonally appear in the face of the ſaid Court of the ſaid Mannor, and in the open face of the ſaid Court, according to the uſual cuſtom of the ſaid Mannor, ſhall into the hands of the Steward of the ſaid Court, or his Deputy, Surrender, aſſign and yield up to the uſe of the ſaid T. S. his Heirs, Executors, Adminiſtrators and Aſſigns, all that the right, eſtate, title, intereſt and demand, which they now have, or by any means may have of and in the ſaid Copy-hold Land and Tenements, with the appurtenances, called or known by the ſaid name or names of &c. or any other Lands, Tenements or Hereditaments, which are claimed to be holden by him the ſaid R. I. by Copy of Court-roll of the ſaid Mannor

nor of W. or to the ſame, or to any part or parcel of the ſame belonging, or ſo reputed, eſteemed or taken, &c.

A Covenant for further aſſurance.

AND the ſaid L. M. for himſelf his &c. that he the ſaid L. M. and A. his now wife, and the Heirs of the ſaid L. and all and every other perſon and perſons whatſoever, having or claiming, or which ſhall or may have or claim, or pretend to have any manner of right, title, intereſt or other thing, into or out of the before mentioned premiſes, or any part or parcel thereof, from or under the ſaid L. M. ſhall and will from time to time, and at all times hereafter upon every reaſonable requeſt, and at the coſts and charges in the Law, of the ſaid &c. his heirs or aſſigns, make, do, ſuffer, acknowledge, and execute, or cauſe to be made, done, acknowledged, ſuffered and executed, all and every ſuch further lawfull act or acts, thing and things, deviſe and deviſes, conveyances and aſſurances in the Law, whatſoever, for the further, better, and more perfect aſſurance, ſurety, ſure making and conveying of all and ſingular the ſaid Meſſuages, Lands, Tenements and Hereditaments, and all other the premiſes aforeſaid, and every part and parcel thereof, unto the ſaid L. B. his Heirs and Aſſigns, for ever, be it by Fine or Fines, with proclamation, Recovery or Recoveries, with double or ſingle Voucher or Vouchers, Deed or Deeds, enrolled or not enrolled, the enrolement of theſe preſents, releaſe, confirmation, with warranty againſt all and every perſon or perſons, or without warranty, or by all, any or as many of the ways means and deviſes aforeſaid, or by any other ways or means whatſoever, as by the Councel learned in the

the Laws of the ſaid L. B. his &c. ſhall or may be deviled or required, ſo as the ſaid L. M. and A. his wife, their Executors &c. be not enforced or compelled to travell above twelve miles from his or their dwelling place, or the Cities of *London* and *weſtminſter*, for the making, doing and executing thereof, &c.

A Covenant that the premiſes are diſcharged of Incumbrances.

AND the ſaid A. B. for himſelf &c. That the ſaid Meſſuages, Lands, &c. and all and ſingular other the premiſes with the appurtenances, before, in and by theſe preſents granted, bargained, &c. and every part and parcel thereof, at the time of the enſealing and delivery of theſe preſents, are, and ſo at all times hereafter for ever, and from time to time, ſhall be, remain and continue unto the ſaid T. A. his Heirs and Aſſigns clearly acquitted and diſcharged, or otherwiſe ſufficiently ſaved and kept harmleſſe, of and from all and all manner of former and other bargains, ſales, gifts, grants, Leaſes, Jointures, Dowers, Uſes, Wills, Intails, Rents, Chargerents, Seck-arrerages of Rents, Fines for Alienation, Statutes; Recognizances, Judgements, Executions, Seiſures, Intruſions, Extents: and of and from all and ſingular other charges, titles, troubles, incumbrances and demands whatſoever, had, made, acknowledged, conſented unto; committed, procured, done or ſuffered by the ſaid A. B. his Heirs or Aſſigns, or by any other perſon or perſons whatſoever, the Rents and ſervices, from henceforth to be due to the chief Lord or Lords of the Fee or Fees, whereof the premiſes are holden, only excepted &c.

A Covenant that he is lawfully ſeiſed in fee-ſimple, or fee-tail, and hath power to demiſe.

AND the ſaid G. H. for himſelf &c. that he the ſaid G. H. at the time of the enſealing and delivery of theſe preſents, is and ſtandeth lawfully ſeized of an indefeazable eſtate of Inheritance in Fee-ſimple or Fee-tail, of and in all and ſingular the before demiſed premiſes, with the appurtenances, and every part and parcel thereof, without any manner of condition or limitation of uſe or uſes, to alter or change the ſame: And alſo that he the ſaid G. H. now hath full power, true title, and abſolute authority, to demiſe, grant, &c. the ſaid &c. and all and ſingular other the premiſes, with the appurtenances before demiſed, and every part and parcell thereof, unto the ſaid J. P. his Executors, Adminiſtrators and Aſſigns; for the term of &c. in manner and form, as in and by theſe preſents is mentioned; limitted and expreſſed.

A Covenant that the Leaſſee ſhall not cut down or fell the Trees, without the conſent of the Leaſſor.

AND the ſaid T. H. for himſelf &c. that he the ſaid T. H; his &c. or any of them ſhall not at any time hereafter during the ſaid term, commit or cauſe, procure, or wittingly ſuffer to be committed or done, any manner of wilfull waſt or deſtruction, in or upon the premiſes, or any part thereof, nor ſhall cut down, fell, take or carry away any of the woods, under-woods or Trees growing, ſtanding or being, or which hereafter ſhall grow, ſtand or be, in or upon the premiſes before demiſed, or in or upon any part or parcel thereof, without the licence, conſent

ſent or agreement of the above named U. B. his Heirs or Aſſigns in writing firſt had and obtained.

A Condition of Arbitrement general and ſpecial.

THe Condition *&c.* That if the within bounden R. C. and R. A. their *&c.* and every of them, do and ſhall, for their, and every of their parts and behalfs, in all things well and truly ſtand to, abide, obey, obſerve, perform, fulfill and keep the award, arbitrement, order, Rule, determination and judgement of *&c.* Arbitrators indifferently choſen, elected and named, as well on the part and behalf of the ſaid R.C. and R.A. as on the part and behalf of the within named R.S. and &c. to arbitrate, award, rule, decree and judge of, for, upon, touching or concerning all actions, ſutes, doubts and variances concerning *&c.* out of the Mannor of L. in the Pariſh of W. in the County of &c. now in queſtion and controverſie, between the ſaid parties; And alſo for, touching and concerning all and all manner of other ſutes quarrels, debts, debates, duties, bonds, ſpecialties, controverſies, tranſgreſſions; offences, ſtrifes, contentions, reckonings, accompts, and demands whatſoever; which between the ſaid R. C. and R. A. on the one part, and the ſaid I. G. the elder, and the ſaid J. S. the younger, and divers other perſons on the other part, at any time from the beginning of the world, until the day of the date of theſe preſents, have been had, moved, ſtirred, or are in any wiſe depending, ſo always as the ſame award, arbitrement or determination and Judgement of the parties, in and upon the ſame premiſes, be made and given up in writing indented, under their Hands and Seals, ready to be delivered

livered to the ſaid parties, at or in &c. on or before &c. That then this &c.

A Condition for the truth of an Apprentice, and to reſtore the value of all ſuch goods, as by proof ſhall appear, he hath imbeazled.

THe Condition &c. That whereas J. D. &c. Son of &c. by his Indenture of Apprentiſhip, to the within named W. G. hath bound himſelf to the ſaid W. G. with him to dwell and abide, from the feaſt of &c. unto &c. from thence next enſuing, fully to be compleat and ended, as in and by the ſaid &c. more fully may appear; if therefore the ſaid I. D. the Apprentice do or ſhall at any time or times hereafter during the ſaid term of &c. wilfully waſt, imbeazle, conſume, ſpend or make away, or otherwiſe deliver, or lend upon truſt, without ready money, to any perſon or perſons, without the conſent of the ſaid M. G. his Maſter, any of the goods, Wares, Moneys or Merchandize of the ſaid W. G. his Executors or Aſſigns; Then if the above-bounded L. M. his Executors or Aſſigns, or any of them, do and ſhall within two moneths, next after requeſt made, and notice thereof given, from time to time, during the ſaid term, well and truly pay, or cauſe to be paid to the ſaid W. G. his Executors or Aſſigns, the full ſum and value of all ſuch goods, wares, money or merchandize, as by the juſt and true proofs ſhall appear, the ſaid I. D. to have ſpent, imbeazled, waſted, conſumed, or lent, without conſent as aforeſaid, to the hurt and hindrance of the ſaid W. G. his Executors or Aſſigns, without fraud or coven; That then &c.

A

A Condition to acknowledge ſatisfaction upon a Judgement.

THe Condition &c. That if the within bounden I. P. his Executors, Adminiſtrators or Aſsigns, or any of them, do or ſhall before the end of Eaſter Term now next comming, after the date within written, by himſelf, or by his or their lawfull Attorneys in the Kings Majeſties Court of Common-pleas, confeſs and acknowledge ſatisfaction of all ſuch Judgements and Executions, as the ſaid I. P. hath recovered in the ſaid Court againſt W. L. of &c. Gentleman, that then &c.

A Condition to make aſſurance upon requeſt.

THe Condition &c. that if the within bounden H. S. or his aſſigns, ſhall and will at all times hereafter, upon reaſonable requeſt, and at the coſts and charges of the within named I. F. his heirs and aſſigns, by ſuch lawful act and acts, thing and things, conveyances and aſſurances in the law whatſoever, as by the ſaid I. F. his heirs or aſſigns, or his or their Councel learned in the Law ſhall be reaſonably deviſed or required, lawfully and ſufficiently give, grant, convey and aſſure unto the ſaid I. F. his heirs and aſſigns for ever, all that &c. in the Town and Pariſh of I. in the County of D. now in the Tenure of &c. clearly acquitted and diſcharged, or otherwiſe ſufficiently ſaved and kept harmleſs, of and from all and all manner of former bargains, ſales, charges, titles, troubles and incumbrances whatſoever, had, made, committed or done, by the ſaid H. S. or by any other perſon or perſons whatſoever, That then &c.

A Condition to find one his diet by the year.

THe Condition &c. That if the within bounden T. W. his Executors or Aſſigns, do and ſhall at his and their own proper coſts and charges, find, provide and allow unto I. B. or any ſervant of the within named I. B. in his ſtead and place, good, wholeſome and ſufficient diet, and victuals of meat and drink meet and convenient, and in ſuch ſort as is now by the above bounden T. W. allowed, for the time and ſpace of one whole year, from the Feaſt of the Nativity of &c. next enſuing &c. at or in the now &c. And if at any time the ſaid I. B. or ſuch ſaid Servant of the ſaid I. B. ſo to be dieted for the time being, ſhall abſent himſelf from his ſaid Commons, by the ſpace of ſix weeks, or more together, at any time or times during the ſaid term; If then and ſo often as he ſhall be abſent, the ſaid T. W. his Executors or Aſſigns, do and ſhall find diet and victuals for the ſaid I. B. &c. for ſo long time after the end of the ſaid terms, as they ſhall have been abſent, as aforeſaid, according to the true meaning of theſe preſents, That then &c.

A Condition to repay all ſuch Charges as the Tenant ſhall be at, by reaſon of the payment of his rent, there being Controverſie concerning the Title of the Houſe.

THe Condition &c. That whereas there is a Controverſie or queſtion between the above bound E. H. and others, touching their ſeveral rights or intereſts in the now dwelling houſe of the above named T. T. ſcituate &c. And whereas upon an agreement between the ſaid E. H. and T. T. the ſaid T. T. is contented to pay the rent of his ſaid houſe, it being

50 l.

50 *l. per annum*, unto the ſaid B. H. as the ſame ſhall grow due according to his Leaſe. If therefore the ſaid E. H. his *&c.* do and ſhall well and truly pay or cauſe to be paid unto the ſaid T. T. his Executors or Aſſigns, all ſuch rent, ſum and ſums of money, charges and damages whatſoever, as ſhall by due proceeding in the law be adjudged or decreed againſt him the ſaid T. T. his Executors *&c*, and all other coſts and damages whatſoever, which he the ſaid T. T. ſhall ſuſtain or be at, by reaſon of any actions, ſutes or forfeitures whatſoever, which ſhall or may happen or be unto the ſaid T. T. his Executors, Adminiſtrators or Aſſigns, by reaſon or means of the payment of the ſaid Rent, or any part thereof, unto the ſaid E. H. his Executors, Adminiſtrators or Aſſigns, That then *&c.*

A Condition to diſcharge the Church-wardens and Pariſhioners, of a Child born in the Pariſh.

THe Condition *&c.* That whereas one M. H. hath of late been delivered of a man-child within the Pariſh of *&c.* within written, to the which child the within bound E. G. by his own voluntary confeſſion doth acknowledge himſelf to be the Father; If therefore the ſaid E. G. his Heirs, Exec. or Aſſignes, and every or any of them, do from time to time, and at all times hereafter, fully and clearly acquit, diſcharge and ſave harmleſs, as well the within named I. B. and H. T. Church-wardens of the Pariſh-Church of *&c.* aforeſaid, and their Succeſſors for the time being, and every of them; as alſo all the Inhabitants and Pariſhioners of the ſaid Pariſh, which now are or hereafter ſhall be for the time being, and every of them, of and from all and all manner of coſts, charges and expences whatſoever, which ſhall or may in

any manner of wiſe, at any time hereafter ariſe, happen, come, grow or be impoſed upon them or any of them, for, or by reaſon or means of the birth, education, nouriſhing and bringing up of the ſaid Child: And of and from all other actions, ſutes, charges, troubles, impeachments and demands whatſoever, touching and concerning the ſame: That then &c.

A Condition for the ſurrender of Copy-hold lands, and to cauſe him to be admitted Tenant.

THe Condition &c. that if the within bounden I. K. and his Heirs, do and ſhall at the next Court to be holden for or within the Mannor of H. in the County of E. ſufficiently and in due form of Law, ſurrender and yield up unto or for the uſe and behoof of the within named L. M. his heirs and aſſigns, or of ſuch other perſon or perſons, and their heirs and aſſigns, as the ſaid L. M. ſhall nominate and appoint, All that his Copy-hold, Meſſuage or Tenement, and Lands thereunto belonging, containing by eſtimation 16 acres, be it more or leſs, now or late in the tenure or occupation of N. O. or of his aſſigns, parcel of the Mannor of H. aforeſaid, with all and ſingular out-houſes, Eaſments, commodities and appurtenances to the ſame appertaining, clearly acquitted and diſcharged of all Dowers and titles of Dower whatſoever; and do then and there alſo procure and cauſe the ſaid L. M. or ſuch other perſon or perſons by him to be nominated, as aforeſaid, to be only and lawfully admitted Tenant of the ſame premiſſes, ſo to be ſurrendred, according to the cuſtome of the ſaid Mannor: That then this &c.

A

A Condition for quiet enjoying a Mannor, according to an assignment thereof.

THe Condition &c. that if the within named R.I. his &c. and every of them, shall or may lawfully peaceably and quietly have, hold, occupy & enjoy the Mannor of S. with the appurtenances. in the County of O. with all Lands, Tenements, Profits, Privileges, Rents, Court Leet and Advowson Woods, Under-woods, and all other Hereditaments therennto belonging or appertaining, without the let trouble, sute, eviction, disturbance or contradiction of the within bounden W. G. L. G. and M. G. or any of them, their or any of their heirs, executors, administrators or assigns, or any of them, or any other person or persons whatsoever, having, claiming or pretending to have any manner of right, title, inrerest, property, claim or demand, of, in or to the said Mannor and premises aforesaid; or of, in and to any part or parcell thereof, by, from or under the said W. G. M. G. and L. G. or either or any of them, according to the tenour, purport, effect and true meaning of one Indenture of assignment bearing date the &c. made and sealed by the said W. G. unto the said R. I. of the premises aforesaid, as by the said Indenture may appear: That then &c.

A Condition for assurance of Lands.

THeCondition &c. That if the within boundenW. B. shal upon reasonable requeest to him to be made by the within named T. H. his heirs or assigns on this side, and before the feast day of &c. next ensuing the date within written, convey and assure unto the said T. H. his executors and assigns for ever, one

Close of Pasture, containing by estimation one acre, abutting upon F. towards &c. one other Close &c. all which premises are scituate, lying and being in the Parishes, Towns and Fields of W. and G. or in some or one of them in the County of B. by such conveyances & assurances in the Law, as by the said T.H. his heirs and assigns, or by his or their Councel learned in the Laws, shall be reasonably devised, or advised and required (discharged of all incumbrances whatsoever, the chief rents and services therefore due and payable to the chief Lord or Lords of the Fee or Fees of the premises only excepted) And also if the said W.B. his &c. and every of them do and shall until the said conveyance and assurance shall be made and passed, as aforesaid, quietly permit and suffer the said T.H. his heirs and assigns, to have, receive, perceive and take to his and their own proper uses and behoofs, the rents, issues and profits of all and singular the premises, and of every part and parcel thereof, without any manner of let, sute, trouble, disturbance or contradiction of the said W. B. his &c. or any of them, or of any other person or persons whatsoever, by his, or their, or any of their means, right, title, interest or procurement, and without any account, or any other thing therefore to be yielded paid or done unto the said W. B. his heirs or assigns, or to any other person or persons whatsoever; That then this &c.

A Condition to pay a sum of money quarterly.

THE Condition &c. that if the within bounden B. M. his &c. or any of them, do well and truly pay or cause to be paid unto the within named N. D. his &c. the full sum of &c. at or in the &c. in manner and form following (*viz.*) on the &c. next ensuing the

the date above-written, the ſum of 5 l. thereof, at the place aforeſaid, on &c. 5 l. more thereof at &c. on &c. 5 l. more at &c. and on &c. 5 l. more at &c. and ſo forth every quarter of a year quarterly, one next and immediatly enſuing another, on every of the quarter days aforeſaid, and at the place above named for payment thereof, 5 l. until the ſaid ſum of &c. ſhall be in ſuch ſort, and after ſuch manner, fully ſatisfied, contented and paid; That then &c. But if default of payment ſhall be made of or in the payment of the ſaid ſum of &c. or any part thereof, contrary to the manner and form above rehearſed, then it ſhall ſtand and abide &c.

A Condition to lend a ſum of money at a certain day nominated for a certain time then following, without intereſt.

THe Condition, &c. that if the within bounden I. W. and N. Y. or either of them, do and ſhall on the &c. next enſuing the date within written, deliver and lend unto the within named E. P. at or in the &c. the full ſum of &c. upon the ſingle bond of the ſaid E. P. until the &c. day of &c. next enſuing, without loan, intereſt, or other conſideration to be had for the ſame: That then &c.

A Condition for payment of an Annuity.

THe Condition &c. That if the within bound T. R. and T. P. or either of them, their or either of their &c. or any of them, doe and ſhall every year yearly, from and after the Feaſt day of &c. next enſuing the &c. well and truly pay or cauſe to be paid to the within named I. S. his &c. one annuity

Yearly rent or ſum of &c. [of lawfull &c. at four uſual feaſts or terms in the year; That is to ſay, on the feaſt day of &c. by even and equal portions, the firſt, payment thereof to begin on the &c. next enſuing the &c. that then the &c. But if default ſhall happen to be made of or in the payment of the ſaid annuity, yearly rent or ſum of &c. at any of the ſaid feaſt-days on which the ſame ought to be paid, at any time during the ſaid term of &c. contrary to the true intent and meaning of theſe preſents, That then it ſhall ſtand and abide in full force, ſtrength and vertue.

A Condition to pay a certain ſum of money at a day, and then to put in another ſurety, for payment of another ſum at a day then following.

THe Condition &c. That if the within bounden J. G. his &c. or any of them, do well and truly pay or cauſe to be paid unto the within named C. D. his &c, the full ſum of &c. at or in the &c. on the &c. and then alſo do and ſhall procure and cauſe another ſufficient ſurety to become bound with him the ſaid I. G. his &c. unto the ſaid C. D. his &c. by their obligation in due form to be made, in the penalty of &c. for the true payment of &c. more of &c. then next following, and which ſhall be in the year of our Lord God 1649. at the place aforeſaid, without fraud or coven, That then &c.

A Condition for performance, concerning co-partnerſhip of an Award.

THe Condition &c. That if the within bounden W. D. his &c. do for his and their parts and behalfs, in all things well and truly ſtand

ſtand to obſerve, perform fulfill and keep the Award, Arbitrement, Order, final end, determination or judgement of A. B. of &c. and C. D. of &c. Arbitrators indifferently choſen, elected and named, as well on the part and behalf of the ſaid W. R. as on the part and behalf of the within named W. I. to arbitrate, award, order, judge, determine and a final end to make, of, upon, touching and concerning all and every action and actions, ſutes, variances, ſum and ſums of money claims and demands whatſoever, had, moved, depending or ſtirring, or having been, or now being in queſtion, ſute, trouble or controverſie, between the ſaid parties, for, by reaſon or means of any manner of dealing &c. during the late co-partnerſhip, between the ſaid W. and I. in any manner of wiſe, ſo as the ſame award, arbitrement &c. of the ſaid Arbitrators, of, and upon the Premiſes, or any part thereof, be made and put in writing under their hands and ſeals, ready to be delivered to the ſaid parties, on or before the &c. next enſuing the &c. That then &c.

A Condition to ſave harmleſs of a Recognizance taken for Ones Appearance.

THE Condition &c. that if the within bounden I. R. his heirs &c. do at all times hereafter, and from time to time, clearly acquit & diſcharge, or ſufficiently ſave and keep harmleſs the within named G. S. and B. N. and every of them, their & every of &c. againſt out Soveraign Lord the Kings Majeſtie, and all others, of and from all and every ſuch recogniſances, wherein and whereby they the ſaid G. S. and B. N. or either of them, ſtand charged or bound to our Soveraign Lord the Kings Majeſty, for the ſaid R. I. or for his perſonal appearance, in his Maje-

Majesties Court of Record, called the *Kings Bench* at *Westminster*, in *Trinity* Term next, to answer all such matters as shall be objected against him, and of, and for all and every summe and summes of money, matter, thing and things, the said Recognizance and Recognizances, and every of them mentioned or contained, and of and from all actions, sutes, costs, losses, troubles, extents and damages, that shall or may arise or grow, touching or concerning the same, or any of them, in any manner or wise, That then &c.

A Condition to save one harmless, for the bailing of one at two several actions.

THe Condition &c. that whereas the within named I. D. at the special instance and request of the within bounden W. W. hath main-prized or taken to bail the said W. W. in the Sheriffs Court holden in the *Counter* in *Woodstreet*, *London*, of and for two actions, the one of trespass, damages xx l. at the sute of &c. and the other of debt, upon the demand of &c. at the sute of &c. as by the Records of the same Court may appear; if therefore the said W. W. his &c. and every of them, doe at all times hereafter, and from time to time clearly acquit and discharge, or otherwise sufficiently save and keep harmless the said I. D. his &c. and every of them, and all his and their goods and chattels, and every part and parcel of them, against all persons whatsoever, of and for the mainprizing and taking to bail of the said W. W. and of and for the several actions aforesaid, and of and for all actions, sutes, costs, troubles, demands, executions and damages whatsoever, that shall or may arise or grow, touching or concerning the premises, or any of them, in any manner

manner of wiſe, That then this preſent Obligation to be void, &c.

A Condition for payment of money, if a man be non-ſuted.

THe Condition &c. That whereas one E. G. is admitted to ſue in *Forma Pauperis*, in his Majeſties Court of &c. againſt W. W. and A. B. for the recovery of certain Lands and Tenements, in the County of K. if the ſaid E. G. ſhall be non-ſuted in the ſaid action, or that the ſame action ſhall paſſe againſt him by verdict or otherwiſe, that if the above-bounden R. R. or E. G. their Executors or Aſſigns, or any of them do, or ſhall truly pay, or cauſe to be paid, all and ſingular ſuch coſts and charges and ſummes of money, as by any the Iuſtices of the ſaid Court ſhall in that caſe be thought convenient or awarded without fraud &c. That then &c.

A Condition for performance of Covenants.

THe Condition &c. that if the within bounden H. W. his &c. and every of them, do well and truly obſerve, perform, fulfill, accompliſh and keep all and ſingular the Covenants, Grants, Articles, Clauſes, Conditions and Agreements whatſoever which on his and their parts and behalfs are or ought to be obſerved, performed, fulfilled and kept, mentioned and compriſed in one pair of Indentures of Leaſe, bearing date within written, made between the within named E. W. of the one part, and H. W. of the other part, according to the tenor, effect and true meaning of the ſame Indenture, That then &c.

A Condition for paſsing of a Fine.

THe Condition &c. That if the within bounden W.E. & A. his now wife, and the heirs of the ſaid W. at the coſts and charges in the Law of the within named R.M. his &c. next enſuing the date &c. ſhall levy one fine &c. in the Court of Common-pleas at *weſt.* of one Meſſuage or Tenement, mentioned to be demiſed to the ſaid R.M. in and by one Indenture of Leaſe, bearing date &c. made between the ſaid W. E. on the one part, and the ſaid R. M. on the other part, according to the due courſe of Law, by ſuch name or names, and in ſuch manner and form, as by the ſaid R. M. his &c. or by his or their Councel learned in the Law ſhall be deviſed or required as well for the barring of the ſaid A. from the title of Dower in the Premiſes, as for the better aſſuring and confirming of the premiſes, unto the ſaid R. M. his &c. for and during all the ſaid term, by the ſaid Indenture of Leaſe, granted under the Rent, in and by the ſaid indenture reſerved againſt the ſaid W. E. his heirs and aſſigns, according to the true meaning of the ſaid Indenture: That then &c.

A Condition concerning a Marriage.

THe Condition &c. that whereas there is a Mariage (by Gods grace) intended to be ſhortly had and ſolemnized, between the above bounden A. D. and E. B. daughter of F. B. late of G. in the County of C. deceaſed; if after the ſaid Mariage ſhall be ſolemnized, between the ſaid parties, it ſhall happen the ſaid A. ſhall dye, and him the ſaid E. ſhall ſurvive, then if the ſaid A. B. ſhall at the time of his death, leave unto the ſaid E. the ſumm of &c. or the

the value of &c. for goods and chattels to be freely taken, had, uſed and diſpoſed of, by her the ſaid E. her &c. at her and their own wills and pleaſures, without any claim, challenge, ſute, trouble, diſturbance, contradiction, or demand, of, for, in or to the ſaid ſum or value of *&c.* or of any part or parcel thereof, thereunto to be made by the Executors, *&c.* of the ſaid A. B. or by any other perſon or perſons whatſoever. That then *&c.*

A plain Bill of Debt.

BE it known unto all men by theſe preſents, that I A. B. of *&c.* doe owe and am indebted unto C. D. of *&c.* in the ſum of *&c.* of lawfull money of *England*, to be paid unto the ſaid C. D. his Executors, Adminiſtrators or Aſſigns, on the *&c.* next enſuing the date hereof; To the which payment well and truly to be made. I bind me, my heirs, executors and adminiſtrators firmly by theſe preſents: In Witneſſe whereof *&c.* I do hereunto ſet my hand and ſeal, this 4 of *July*, *An. Dom.* 1648.

A Bill Obligatory.

BE it known unto all men by theſe preſents, that I A.B. of &c. do owe, & am indebted unto C.D. of *&c.* in the ſum of *&c.* of lawfull money of *England*, to be paid unto the ſaid C.D. his executors, adminiſtrators or aſſigns, on the *&c.* next enſuing the date hereof, at *&c.* To the which payment well & truly to be made, I bind me, my heirs, executors and adminiſtrators, in the ſum of *&c.* of lawfull money of *England*, firmly by theſe preſents. In witneſs *&c.*

A

A General Releaſe.

KNow all men by theſe preſents, that I J.K. of &c have remiſed, releaſed, and quit-claimed, and by theſe preſents doe for me, my Executors, Adminiſtrators and Aſſigns, remiſe, releaſe, and for ever quit-claim unto C. D. of *&c.* his Executors, Adminiſtrators and Aſſigns, all and all manner of actions and ſutes, cauſe and cauſes of actions and ſutes, Bills, Bonds, writings and accompts, debts, duties, reckonings, ſum and ſums of money, controverſies, Judgements, executions and demands whatſoever, Which I the ſaid I. K. ever had, or which my Executors, Adminiſtrators and Aſſigns, or any of us in time to come, can or may have, to, for, or againſt the ſaid C. D. his Executors, Adminiſtrators or Aſſigns, for or by reaſon of any matter, cauſe or thing whatſoever, from the beginning of the world, until the day of the date hereof. In witneſs *&c.*.

A Releaſe of Errors,

BE it known unto all men by theſe preſents, That I W. A. of *&c.* for divers good cauſes and conſiderations me thereunto eſpecially moving, have remiſed, releaſed, and quit-claimed, and by theſe preſents, for me, my Heirs, Executors and Adminiſtrators, do remiſe, releaſe, and for ever quit-claim, unto E. D. his Heirs, Executors, and Adminiſtrators, and every of them, all and all manner of Error and Errors, and the benefit and advantage thereof, and of all miſpriſions of Error and Errors, defects, and wrongfull pleadings and proceedings whatſoever, had, made, committed, ſuffered, omitted, and done, at any time or times, before the day of the date of theſe preſents, in any action or actions, proſecured and ſued by the ſaid E. C. againſt me the

ſaid

ſaid W. A. in any Court or Courts of Record or otherwiſe, And all Error and Errors in the Judgement or Judgements thereof, ſo that I the ſaid W. A. my Heirs, Executors, and Adminiſtrators, and every of us, ſhall be for ever hereafter debarred and excluded, to ſue forth any Writ or Writs of Error or Errors concerning the ſame. *In witneſſe &c.*

A Releaſe of Errors concerning a Judgement.

BE it known unto all men by theſe preſents, that I I.W. of &c. do by this my preſent writing, for me, my Heirs, Executors and Adminiſtrators, remiſe, releaſe, and for ever quit-claim unto F.L. of &c. Eſq; all and all manner of Error and Errors, and miſpriſion of Error and Errors, which are or may be in one Judgement remaining upon Record, in his Majeſties Court of Common-pleas at *weſtminſter*, againſt the ſaid I. W. at the ſute of the ſaid F. L. for 200 l. debt, and three pound thirteen ſhillings and four pence charges, or thereabouts, or in any the premiſes or proceedings of the ſaid Judgemeut or ſute, In Witneſs &c.

A Releaſe upon the receipt of a Legacy.

BE it known un to all men by theſe preſents, that I T. B. of &c. have the day of the date hereof received of I. T. Widow, Executrix of the laſt Will and Teſtament of &c. H. T. of &c. deceaſed, all that Legacy or ſnm of &c. to me the ſaid T. B. by the name of T.B. *&c.* of given and bequeathed, of which ſaid ſum of &c. by me received as aforeſaid, I acknowledge my ſelf fully ſatisfied and paid, and thereof, and of every part and parcel thereof, do clearly acquit, exonerate, and diſcharge the ſaid T.W. her Executors and Adminiſtrators, and every of them by theſe

by theſe preſents: In witneſs whereof I have hereunto ſet my hand and ſeal &c.

A Releaſe of Lands.

TO all Chriſtian people &c. know ye that A. B. of &c. for divers good cauſes and conſiderations him moving, hath remiſed, releaſed, and for ever quit claimed, and by theſe preſents for himſelf and his Heirs, doth fully, clearly, and abſolutely remiſe, releaſe, and for ever quit claim, unto C. D. of &c. in his full and peaceably poſſeſſion and ſeizin, and to his Heirs and Aſſigns for ever, all ſuch right, eſtate, title, intereſt and demand whatſoever, as he the ſaid A. B. had, or ought to have, of, in or to all &c. that the Mannor of &c. and &c. by any vvaies or means whatſoever. To have and to hold, all the ſaid Mannor &c. unto the ſaid C. D. his heirs and aſſigns, to the only uſe and behoof of the ſaid C. D. his heirs and aſſigns, for ever; ſo that neither he the ſaid A. B. nor his heirs, nor any other perſon or perſons for him or them, or in his or their names, or in the name right or ſtead of any of them, ſhall or will by any way or means hereafter, have, claim, challenge or demand any eſtate, right, title, or intereſt, of, in or to the premiſes, or any part or parcel thereof; But from all and every action, right, eſtate, title, intereſt and demand, of, in or to the premiſes, or any part or parcell thereof, they and every of them, ſhall be utterly excluded and barred for ever by theſe preſents, and alſo the ſaid A. and his heirs, the ſaid Mannor, Meſſuages, Lands, Tenements and other the premiſes, with the appurtenances to the ſaid C. D. his Heirs and aſſigns, to his and their own proper uſe and uſes, in manner and form afore ſpecified, againſt their heirs and aſſigns and

and every of them, ſhall warrant, and for ever defend by theſe preſents. In witneſs, &c.

A Releaſe of Lands, with a Covenant to lead the uſe of a fine.

TO all Chriſtian people *&c.* I, E. F. of *&c.* ſend greeting; Know ye that I the ſaid E. F. for good and valuable conſiderations me moving, have given, granted, remiſed, releaſed, and quit-claimed, and by theſe preſents do for me and my heirs, grant, remiſe, releaſe and for ever quit claim, unto T. M. of *&c.* (in his full, peaceable and quiet poſſeſſion, and ſeiſin being) and to his Heirs and Aſſigns for ever; all the eſtate, right, title, intereſt, uſe, claim and demand whatſoever, which I the ſaid E. F. now have, or had, or which my heirs, executors or adminiſtrators, at any time hereafter ſhall or may have or claim, of, in, or to all the Meſſuage, Tenement or Farm, called, &c. in the ſaid County of *&c.* or of, and into all and every, or any part or parcel thereof, by force and vertue of any Fine, or other aſſurance thereof, or any part thereof, acknowledged or made by the ſaid T. M. and G. his wife, to me the ſaid E. F. And I the ſaid E. F. do covenant and grant, for me, my heirs, executors and adminiſtrators, to and with the ſaid T. M. his Heirs, Executors, and Aſſigns, that all Fines and other aſſurances whatſoever, heretofore acknowledged, or levyed of the premiſes, or any part thereof, by the ſaid T. M. and G. his wife, to me the ſaid E. F. ſhall be for ever hereafter, and ſhall inure to the uſe of the ſaid T. M. and of the Heirs and aſſigns of the ſaid T. for ever; And I the ſaid E. F. and my heirs, and all and ſingular the premiſes, u to the ſaid T. M. and his Heirs, , to the uſe afor

ſaid, againſt me, my heirs &c. ſhall and will warrant and defend for ever, by theſe preſents. In witneſſe whereof, &c.

A Revocation of uſes.

BE it known &c. that I, T. C. of &c. do by this my preſent writing, ſealed with my ſeal, and ſubſcribed with my name, in the preſence of H. S. T. O. C. B. three credible witneſſes, whoſe names are ſubſcribed, revoke, determine and make void and fruſtrate, all and every the uſes and eſtates mentioned, raiſed, created, limitted and made, in and by one Indenture of Leaſe, bearing date the &c. in the year of the reign of &c. made between me the ſaid T. C. of the one party, and I. B. of &c. of the other party, of and for the houſe and ſite; and all other the Lands, Tenements and Hereditaments with their appurtenances, in the ſaid Indenture mentioned, and of and for every part and parcell thereof; And I do by theſe preſents abſolutely limit, determine and appoint, that all and ſingular the feoffees parties and perſons in the ſaid Indenture mentioned, and their Heirs and Aſſigns, ſhall immediatly and from henceforth, ſtand and be ſeiſed of the Site, Houſe, Meſſuage, Lands, Tenements and Hereditaments in the ſaid Indenture mentioned, and of and in every part and parcel thereof, to the only uſe and behoof of me the ſaid T. C. my heirs and aſſigns for ever, in a pure and abſolute eſtate in Fee-ſimple, and to none o-uſe, intent or purpoſe: *In witneſs whereof*, I the ſaid T. C. have to this my preſent writing put my hand and ſeal, and ſubſcribed my name in the preſence of the ſaid H. S. T. O. C. B. three credible witneſſes, whoſe names are likewiſe ſubſcribed, the &c. in the year of the reign &c.

A Defeazance upon a Statute.

THis Indenture made the &c. between I. I. of &c. of the one part, and W. G. of &c. of the other part witneſſeth, That whereas the ſaid W. G. by his recognizance in the nature of a Statute ſtaple, bearing date with theſe preſents, taken and knowledged before Sir I. L. Knight and Barronet, Lord Chief Juſtice of his Majeſties Court of *Kings Bench weſtminſter*, is and ſtandeth bound unto the ſaid I. I. in the ſum of &c. payable, as is in the ſaid recited Recogniſance or Statute Staple made appear: Neverthleſſe, the ſaid I. I. is contenred and pleaſed, and doth for himſelf, his Executors and Adminiſtrators. covenant, promiſe and agree, to and with the ſaid W. G. his heirs, executors, and adminiſtrators by theſe preſents that if the ſaid W. G. his heirs executors, adminiſtrators or aſſigns, or any of them, do well and truly content and pay, or cauſe to be paid unto the ſaid I. I his executors, adminiſtrators or aſſigns, the full ſum of &c. on the &c. next enſuing the date of theſe preſents, at or in the &c. That then the ſaid recited recognizance or Statute ſtaple of &c. ſhall be utterly void and of none effect, or elſe ſhall ſtand and abide in full force and vertue. In witneſs &c.

A Defeazvnce upon a Judgement.

THis Indenture made &c. Between A. B. of &c. and W. C. of &c. witneſſeth; That whereas the ſaid A. B. hath in Trinity term laſt, recovered againſt W. C. the ſumm of &c. beſides coſts of ſute in his Maj. Court of *Common pleas at weſtminſter*; and thereupon had judgement againſt the ſaid W. C. as by the Record thereof remaing in his

Majesties said Court, more at large it doth and may appear; Nevertheless, the said A. B. is contented and pleased, and doth covenant and grant by these presents, for him, his heirs, executors and administrators, to and with the said W C. his heirs, Executors and Administrators, That if the said W. C. his heirs, executors, Administrators or assigns, do and shall well and truly pay, or cause to be paid, to the said A. B. his executors or assigns, the full sum of &c. at or in the &c. That then and in the mean time he the said A. B. his Executors administrators or assigns, shall not take out any execution, against the said W. C. his Goods, Chattels, Lands or Tenements, And that upon payment of the said sum of &c. at the day and place above named for payment; the said A. B. his &c. at the request, costs and charges in the Law of the said W. C. his Executors, administrators or assigns, shall and will acknowledge satisfaction upon Record, of and for the said Judgement, so as he the said W. C. do make, unto the said A. B. his executors and administrators, good lawfull and sufficient releases of errors, and of all misprisions, defaults and imperfections, had, committed, omitted or perpetrated, in or about the said Judgement or Recovery, or any entries, pleas, pleadings, process, proceedings, or other matters touching or concerning the same. In witness &c.

A defeazance upon a Morgage of Lands formerly forfeited.

THis Indenture made the &c. Between R. T. of &c. on the one part, and E. F. of &c. of the other part, witnesseth; That whereas, the said E. F. by his Indenture bearing date the &c. for the consi-

derations

derations therein mentioned, did give, grant, bargain, ſell, and confirm unto the ſaid R. T. his heirs and aſsigns, all that the Mannor of &c. with the rights, members and appurtenances thereof, in the County of &c. and alſo divers other Lands, Tenements and Hereditaments, in the ſame Indenture ſpecified, in which ſaid Indenture there is contained a condition or proviſo, to this effect following, that is to ſay; that if the ſaid E. F. his Heirs, Executors or aſſigns, or any of them, do truly pay or cauſe to be paid unto the ſaid R. T. his Executors, Adminiſtrators or aſsigns, the full ſum of &c. at or in &c. that then, and from thenceforth, from and after ſuch full payment, had and made in manner aforeſaid, the ſaid recited Indenture, and every the covenants, grants, articles and agreements therein contained, ſhall be utterly void and of none effect, as by the ſaid Indenture, amongſt divers Covenants, grants, articles and agreements therein contained may more at large appear. Which ſaid ſumme of &c. was not paid at the day and place of payment before limited for the payment thereof, according to the tenor of the ſaid Proviſo or Condition. By reaſon whereof, the ſaid Mannor, Lands and other the premiſes in the ſaid Indenture mentioned are abſolutely veſted and ſcaled in the ſaid R. T. yet nevertheleſs the ſaid R. T. is contented and pleaſed, & doth covenant and grant to and with &c. that if the ſaid E. F. his heirs, executors, adminiſtrators &c. or any of them do well and truly content and pay or cauſe to be paid unto the ſaid R. T. his executors, adminiſtrators or aſsigns, the full ſum of &c. on the &c. at or &c. That then (upon the ſaid payment of the ſaid ſum of &c. in manner and form aforeſaid) and from thenceforth the ſaid recited Indenture of bargain and ſale made of the ſaid Mannor and other premiſes, ſhall be

utterly void and of none effect, the breach made in non-payment of the ſaid ſum of &c. in the Proviſo of the ſaid Indenture mentioned, or any other grant or thing therein contained to the contrary thereof, in any wiſe notwithſtanding. And that alſo, upon full payment of the ſaid ſum of &c. that at any time or times after, within the ſpace of ſeaven years then next following, He the ſaid R. T. his Heirs and Aſſigns, ſhall and will, at the reaſonable requeſt, coſts & charges in the Law of the ſaid E. F. his heirs and aſſigns, grant, convey and aſſure unto the ſaid E. F. for ever the ſaid Mannor of &c. with the appurtenances & all and ſingular other the premiſes, in and by the ſaid recited Indenture granted, as aforeſaid, in ſuch manner and form, as by the ſaid E. F. his heirs or aſſigns or his or their Council learned in the law, ſhall be reaſonably deviſed or required; ſo as in the ſaid conveyance and aſſurance ſo to be made by the ſaid R. T. his heirs and aſſigns, there be no further or other warranty than only againſt him and his Heirs. And ſo as alſo the ſaid R. T. his heirs or aſſigns, be not compelled to travell further then the Cities of *London* or *weſtminſter*, for the doing and executing of the ſame aſſurance. And alſo that he the ſaid R. T. his heirs, executors or aſſigns, ſhall and will deliver, or cauſe to be delivered unto the ſaid E. F. his heirs or aſſigns, within ſix months next after ſuch payment made, all and every the Deeds, Evidences, and writings which the ſaid R. T. hath, touching or concerning the premiſes, ſafe, whole, uncancelled and undefaced. In witneſſe, &c.

Auother defeazance upon a Statute.

THis Indenture made &c. between H. S. of &c. of the one party, and the honourable T. Viſcount

S.

S. of the other party, Whereas the ſaid I. S. together with G. A. of &c. is and ſtandeth bound in and by four ſeveral obligations, every of them bearing date &c. (reciting the bonds) as by the ſame four ſeveral obligations, and every of them may more plainly appear. And whereas the ſaid T. S. by his Recogniſance in the nature of a ſtatute ſtaple, bearing date with theſe preſents (recite alſo the recognizance) as by the ſame recognizance or ſtatute ſtaple &c. which ſaid recognizance or ſtatute ſtaple of &c. is acknowledged and entred into by the ſaid T. S. for the better ſecuring of as well the ſaid ſeveral ſummes of money before mentioned, and every of them; As alſo ſuch other ſumme or ſummes of money, as ſhall hereafter grow due and payable for the forbearance and intereſt of the ſaid ſeveral ſummes of money ſo already borrowed and lent, or hereafter to be borrowed or lent, unto, or for the ſaid T. S. and every or any of them. Now this Indenture witneſſeth, That the ſaid H. S. is contented and well pleaſed, and doth for himſel, his executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid T. S. his executors, adminiſtrators and aſsigns, by theſe preſents; That if the ſaid T. S. his executors, adminiſtrators or aſsigns, or any of them, doe and ſhall well and truely pay or cauſe to be paid, at or in &c. as well unto the ſeveral perſons before named, their executors, adminiſtrators and aſsigns, all and every the ſaid ſum and ſums of money, reſpectively due, owing or payable unto them or any of them, as aforeſaid, at ſuch dayes or times as the ſaid ſumme or ſums of money ſhall grow due or payable from time to time, or within the time and ſpace of three months next after requeſt made unto the ſaid T. S. his heirs, executors, adminiſtrators or aſsigns, for payment of the ſaid ſums of money, or any of them; as

alſo all ſuch other ſum and ſums of money as the ſaid H. L. ſhall hereafter borrow for, or lend unto or for the ſaid T. S. at ſuch daies or times as the ſaid ſum or ſums of money, or any of them ſo hereafter to be borrowed and lent, ſhall be due and payable; or within the time and ſpace of three months next after requeſt made to him the ſaid T. S. his heirs, executors, adminiſtrators and aſſigns, for payment in of ſuch ſum and ſums of money, ſo as aforeſaid borrowed: Together alſo with ſuch ſum and ſums of money, as ſhall grow due for the intereſt and forbearance of the ſaid ſum or ſums of money, ſo to be borrowed; That then &c. But if default be made in payment of the ſaid ſum or ſums of money or any of them, contrary to the form aforeſaid; Then the ſame Statute to remain in full force and vertue. In witneſſe &c.

A Bill of Sale, with a proviſo, that if the money with allowance be paid by a day, then to be void.

BE it known unto all men by theſe preſents, that I, A. B. of &c. for and in conſideration of the ſum of 10 l. to me in hand paid at the enſealing & delivery of theſe preſents by C. D. of &c. Have bargained and ſold, and in plain and open market, according to the cuſtome of the City of *London*, Have delivered unto the ſaid C. D. theſe ſeveral parcels hereafter mentioned (*viz*) &c. To have and to hold the ſaid ſeverall parcels, and every of them bargained, and ſold as aforeſaid, unto the ſaid C. D. his Executors Adminiſtrators and aſſigns to the only proper uſe and behoof of the ſaid C. D. his executors, adminiſtrators and aſſigns for ever: Provided alwaies, that if I the ſaid A. B. my executors, adminiſtrators or aſſigns, do well and truly content and pay or cauſe

to

to be paid unto the ſaid C. D. his Executors, Adminiſtrators or aſsigns, the full ſum of 10 l. 10 s. of &c. on &c. next enſuing the date hereof, at or in the &c. that then &c. And I the ſaid A. B. for my ſelf, my Executors, Adminiſtrators and aſſigns, do covenant and grant to and with the ſaid C. D. his Executors, adminiſtrators and aſsigns, by theſe preſents, That if default be made of or in payment of the ſaid ſum, or any part thereof, contrary to the form aforeſaid, that then I the ſaid A. B. my executors and adminiſtrators, and every of us, ſhall and will warrant and for ever defend the ſaid ſeveral parcels, and every of them, unto the ſaid C. D. his Executors and Aſsigns, againſt all men by theſe preſents, In witneſs &c.

A [*Bargain and Sale of Houſhold ſtuff.*

BE it known unto all men by theſe preſents, that I. T. N. of &c. for and in conſideration of the ſum of 25 l. of &c. to me in hand paid at the enſealing and delivery of theſe preſents by A. R. of &c. whereof I acknowledge my ſelf fully ſatisfyed and paid, and thereof, and of every part and parcel thereof, do clearly acquit, exonerate and diſcharge the ſaid A. his executors, adminiſtrarors and aſsigns, by theſe preſents, have granted, bargained and ſold, and by theſe preſents do fully, clearly and abſolutely grant, bargain, ſell and deliver unto the ſaid A. R. all ſuch goods and houſhold ſtuff, and implements of houſhold, & all other things mentioned & contained in a Schedule hereunto annexed, now remaining and being in one Meſſuage, Houſe or Tenement, and the Garden and Yard thereunto belonging, called *Dales*, ſituate, lying and being in *Hammerſmith*, in the County of *Middleſex*, and now in the tenure or occupation

pation of the ſaid T. N. or of his aſſigns. To have and to hold all and ſingular the ſaid goods, houſhold-ſtuff, and implements of houſhold, and every of them, before by theſe preſents bargained and ſold, or mentioned to be bargained and ſold unto the ſaid A. R. his executors, adminiſtrators and aſſigns for ever, to do and diſpoſe of them, and every of them, at his, and their will and pleaſure, And the ſaid T. N. for himſelf, his executors and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid A. R. his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid T. N. his executors, adminiſtrators and aſſigns, and every of them, all and ſingular the ſaid goods, Utenſils, inplements of houſhold and houſhold-ſtuff before bargained and ſold, and every of them, unto the ſaid A. R. his executors, adminiſtrators and aſsigns, againſt all and every other perſon and perſons whatſoever, ſhall warrant and for ever defend by theſe preſents. In witneſs &c.

A bargain and ſale of Leaſes and goods, on condition to pay debts and legacies.

BE it known unto all men by theſe preſents, that I, A. T. of &c. have given, granted, bargained, ſold, and by this my preſent Deed do give, grant, bargain and ſell unto R. T. my Son, all my leaſes, or lands held by leaſe for years, and all my goods and Chattles, both reall and perſonall, both moveable and unmoveable, quick and dead, of what kind ſoever they be of, and in whoſe hands, cuſtody or poſſeſsion ſoever they be; To have and to hold to the ſaid R. and his aſsigns for ever, to his and their own proper uſe and behoof for evetmore, upon condition following, (that is to ſay) that the ſaid R. ſhall well

well and truly content and pay, or cause to be contented and paid all my debts whatsoever, and also shal pay and perform, or cause to be performed and paid all my gifts and legacies, which I the said A. T. shall ordain and appoint by my last Will and Testament. In witnesse &c.

The form of Award.

TO all Christian people to whom this present writing of Award indented shall come, G. M. of &c. sendeth greeting in our Lord God everlasting: *whereas* divers questions, controversies and sutes, have been had, moved and depending between I. P. of &c. of the one partie, and R. H. of &c. of the other party; as well for and concerning the interest and profits of the Rectory and Parsonage of &c. as also for other causes and actions, for the appeasing whereof, either of the said parties have elected and chosen me the said G. M. to be Arbitrator indifferently between them, and to that end have bound themselves either to other by obligation, in the summ of 100. l. to stand and to abide the award, arbitrement and judgement of me the said G. M. touching the premises, Now know ye, that I the said G. M. taking upon me the charge of the said award, and minding that a final end and agreement shal be had and continued from henceforth between the said parties touching the premises, do make and declare this my Award in manner and form following: that is to say, First, I award &c.

A Protection in a time of Parliament.

FOrasmuch as I have speciall occasions to imploy the Bearer hereof, A. B. my servant, in and about my

my ſervice and occaſions, during this preſent Seſſion of Parliament; Theſe are therfore to will and require you to forbear to arreſt, attach or impriſon him the ſaid A. B. but to permit and ſuffer him peaceably and quietly to go about his buſineſs, at his will and pleaſure, during all this preſent time of Parliament, without any your ſute, arreſt or diſturbance, as you will anſwer the contrary at your peril. Given under my hand and ſeal the *&c.*

A ſurrender of Copy hold Land, by way of Morgage.

MEmorandum, That the day and year above written E. L. of *&c.* did out of Court by the hands of R. G. and I. F. two of cuſtomary Tenants of the ſaid Mannor, ſurrender by the rod into the hands of the Lord of the ſaid Mannor, two parcels of Land, with the appurtenances, containing by eſtimation ſeven acres or thereabouts, one parcel whereof lyeth in *Hammerſmith*, within the aforeſaid pariſhes of *&c.* Between the Lands of G L. and R.M. Eſquire on the Eaſt; and the Lands of G. M. Gentleman, on the Weſt; the Common-Sewer on the North, and the Lands of W. H. on the South, and the other parcell of Land, containing by eſtimation four acres, being in *&c.* between the Land of the Biſhop of *&c.* on the Weſt; the Glebe lands belonging to the Parſonage of *&c.* on the Eaſt, the Lands of *&c.* on the North; and the Lands of the ſaid E. P. on the South, To the only uſe and behoof of I. P. his Heirs and Aſſigns for ever. To have and to hold the ſaid parcels of Land, and every of them, with their and every of their appurtenances unto the ſaid I. P. his heirs and aſſigns for ever, according to the cuſtome of the ſaid Mannor. Provided alwaies nevertheleſs, and upon this condition, that if the ſaid E. L. his heirs or aſſignes, do

do well and truly content and pay, or cauſe to be paid unto the ſaid I. P. his executors, adminiſtrators or aſſigns, the full ſum of one hundred thirty and four pounds of lawful money *England*, one the, &c. next enſuing the date within written, at or in &c. That then this preſent ſurrender to be void and of none effect, or elſe to ſtand and abide in full force and vertue.

An aſſignment of a Judgement.

TO all &c. A. C. of &c. ſendeth greeting, Whereas T. W. of &c. and H. E. of &c. by their Obligation bearing date &c. in the 10. year of the reign of our Soveraign Lord Charles &c. are and ſtand jointly and ſeverally bound unto the ſaid A. C. in the ſum of &c. with condition of payment of &c. on the *&c.* then next following at *&c.* as by the ſame obligation may appear, which ſum of *&c.* was not paid at the day and place before expreſſed for the payment thereof, whereby the ſaid obligation became forfeited: ſithithence which time the ſaid A. C. hath commenced her action of Debt upon the ſaid recited obligation, in his Majeſties Court of *Kings Bench* at *weſtminſter*, and hath thereupon recovered and obtained a judgement of 200. l. and 25. s. coſts of ſuit, againſt the ſaid T. W. in Hillary Term laſt paſt, before the date of theſe preſents: Now know all men by theſe preſents, that ſhe the ſaid A. C. for divers good cauſes and conſiderations her thereunto moving, hath conſtituted and appointed her well beloved friend T. K. of *&c.* her true and lawfull Atturney for her, and in her name to demand, aſk, levy, recover, receive and take of the ſaid T. W. his heirs, executors, adminiſtrators and aſſigns, the ſaid ſum of 200. l. and 25. s. coſts of ſuit, and for

default of payment thereof, of or any part thereof, to ſue forth one or more Writ or writs of Execution, or other lawful proceſs whatſoever, and further do, and uſe all other lawfull waies and means for the recovery thereof, as by the ſaid Atturney or his Counſil learned in the Law ſhall be reaſonably deviſed, adviſed or required, and the ſaid ſum and ſums of money ſo to be had and received upon the ſaid Judgment, or upon any Execution thereon to be proſecuted and taken out, to detain and keep to the only uſe and behoof of the ſaid T. K. his Executors, Adminiſtrators and aſſigns, without any accompt thereof or therefore to be rendred to her the ſaid A. C. and the ſaid A. C. doth hereby covenant, promiſe, grant and agree, to and with the ſaid T. K. her ſaid atturney, that at the ſealing and delivery of theſe preſents, the ſaid Judgement is and remaineth unpaid and unſatisfied, and that ſhe the ſaid A. C. nor her executors, adminiſtrators or aſsigns, nor any of them, ſhall or will at any time hereafter, releaſe, diſcharge, or otherwiſe do or ſuffer to be done, any act or thing whatſoever, to diſcharge or impeach the validity of the ſaid Judgement, without the conſent and agreement of the ſaid T. K. in writing under his hand and ſeal firſt had and obtained; Nor ſhall revoke or countermand the authority and power to him by theſe preſents given and granted, ſhe the ſaid A. C. hereby ratifying and approving all and every lawfull act and acts, and other proceedings whatſoever, which her ſaid Atturney ſhall proſecute, commence or ſue forth, for, upon or by reaſon of the ſaid Judgement, ſo alwaies that he the ſaid T. K. do and ſhall at all times hereafter, and from time to time, pay and bear all ſuch ſum and ſums of money, coſts and charges of ſute, as the ſaid A. C. or her executors, adminiſtrators or aſſigns, ſhall be compelled to diſ-

burſe

burse for or concerning the premises; and do and shall also save, defend and keep harmless and indemnified her the said A. C. her executors and administrators; and her and their Lands, Tenements, Goods, Chattels and Hereditaments whatsoever, of and from all and all manner of cost, charges, suites, troubles and detriments whatsoever, that shall or may happen or come against her the said A. C her executors and Administrators, for or by reason of the said judgment, or any execution thereof had, or taken. In witness &c.

A Letter of Attorney of a Bond.

TO all Christian people &c, I, W. M. of &c. send greeting. Whereas R. B. of &c. and I. B. of &c. by their obligation bearing date &c. now last past, are and stand bound unto me the said W. M. in the sum of &c. with condition for the payment of &c. on the &c. now next following, as by the same obligation may appear. Now know ye, that I the said W. M. have hereby made, ordained, constituted and appointed my beloved Friend H. B. of &c. to be my lawfull Attorney and assignee, for me, and in my name, to demand and receive the said sum of &c. at the day of &c. if the same shall be then paid. And if the same shall not be then paid, then to sue for and recover the said sum of &c. being the penalty of the said Bond; and I the said W. M. shall and will allow and maintain all and every action, plea and process which he the said W. B. shall in my name bring or sue for the obtaining, and recovery thereof. In witness &c.

A

An assignment of a Statute.

THis Indenture made &c. Between I. I. of &c. on the one part; and T. W. of &c. on the other part, Whereas T. M. of &c. by his recognisance in the nature of a statute staple, bearing date &c. in the 23. year of &c. taken and acknowledged before Sir I. K. Knight and Baronet, Lord Chief Justice of his Majesties Court of Kings Bench, is & standeth bound unto the said I. I. in the summe of 800 l. of &c. with Defeazance thereupon made. That if the said T. M. his Heirs, Executors Administrators or Assigns, do pay or cause to be paid to the said I. I. his &c. the sum of forty pound of &c. on the &c. then next ensuing the date of the said afore-cited recognizance at &c. that then the said afore-cited recognizance should be void or else to remain in full force and vertue; as in and by the said recited recognizance, with defeazance thereupon made, whereunto relation being had, more at large appears, which said sum of 400 l. or any part thereof, was not paid at the day and place for payment thereof, by reason thereof, the said recited recognizance or statute staple of 800 l. became forfeited. Now this Indenture witnesseth, That the said I. I. for divers good causes and considerations him thereunto especially moving, hath granted assigned and set over unto the said T. W. his Executors, Administrators, &c. as well as the said recited Recognisance or Statute Staple of 800 l. therein mentioned; as also all the estate, right, title, interest, claim and demand whatsoever, of him the said I. I. in and to the Premises, and the said I. I. doth by these presents give and grant unto the said T. W. his Executors, administrators and assigns, full power and authority for and in the name of him the said I. I. his heirs, executors and administrators

But

but to and for the only use and behoof of the said T. W. his Executors, Administrators and Assigns, to demand ask and receive of the said T. M. his heirs, executors, and administrators, the said sum of, &c. mentioned, and due in and by the said recited Recognizance or Statute staple: And if upon demand the said sum of 80*l.* be not paid, that then the Statute staple to prosecute, and sue forth several Writs of extent and *liberate* upon the said Statute, out of his Majesties Court of Chancery, according to course, as in such case is used, and to use all and every other lawful waies and means for the recovery thereof, as he the said T. W. his, &c. shall think fit and convenient: And the same so recovered and received to detain and keep to and for the only use and behoof of the said T. W. his Executors, Administrators and Assigns. And upon receipt thereof, or any other satisfaction or composition therefore to be had, made or given unto the said T. W. his executors, administrators or assigns, by the said T. M. his Heirs, Executors, or assigns, to acquit, release and discharge the said T. M. his heirs, executors and administrators, and every of them, of, for, from and concerning the said recited Recognizance and Statute staple, and of and from the sum of money therein expressed. And the said I. I. shall and will ratifie, allow and maintain all and whatsoever lawfull act and acts, thing and things the said T. W. his Executors, administrators or assigns, shall do or cause to be done in or about the premisses, by these presents granted. And the said I. I. doth for himself, his Executors and administrators, covenant, promise and grant to and with the said T. W. his executors, administrators and assigns, by these presents in manner and form following, that is to say, that neither he the said I. I. his Executors administrators or assigns, nor any of

them have, or at any time heretofore hath releaſed, acquitted or diſcharged the ſaid recited Recognizance or Statute ſtaple, and ſum of 800. l. therein mentioned, or either of them, nor ſhall nor will, at any time or times hereafter, releaſe, acquit or diſcharge the ſaid recited recognizance or Statute ſtaple, or ſum of money therein contained, or any ſuit, writ, plea, proceſs or action, which he the ſaid T. W. his Executors, Adminiſtrators or Aſſignes, ſhall ſue, proſecute, or commence, upon or by reaſon of the ſaid recited recognizance or Statute ſtaple, in the name or names of the ſaid I. I. his Executors, or Adminiſtrators, without the ſpecial conſent or agreement of the ſaid T. W. his executors, adminiſtrators or aſſigns, firſt had and obtained in writing, under his or their hands and ſeals. And alſo that he the ſaid I. I. his Executors and Adminiſtrators ſhall and will at any time or times hereafter, at the reaſonable requeſt, coſts and charges of the ſaid T. W. his Executors, Adminiſtrators or aſſigns, make or cauſe to be made unto the ſaid T. W. his Executors, Adminiſtrators or Aſſigns, all and every ſuch further and other lawfull act and acts, thing and things, deviſe and deviſes, aſſurance and aſſurances in the Law whatſoever, for the further, better, and more perfect aſſuring and aſſigning of the ſaid recited Recognizance or Statute ſtaple and ſum of money therein contained, or any extent or benefit thereupon, or any power or authority thereby given or granted unto the ſaid T. W. his Executors, Adminiſtrators or Aſſigns; As by the ſaid T. W. his Executors, Adminiſtrators or Aſſigns, or his or their Council learned in the Law, ſhall be reaſonably deviſed, adviſed or required. In witneſs &c.

An

An assignment of an annuity.]

TO all Christian people, &c. T. D. of &c. sendeth greeting, &c. Whereas T. D. of, &c. late Uncle of the said T. D. partie to these presents, in and by one Indenture bearing date the &c. and in the &c. made between the said T. D. Uncle to the , &c. of the one part; and B. E. and G. C. of, &c. of the other part, purporting certain uses, as in the same Indenture is limited and expressed, Did give and grant unto the said T. D. party to these presents, one annuity or yearly payment of 10 l. of, &c. *per annum*, for and during the natural life of the said T. D. party to these presents, to begin to be paid yearly to the said T. D. party to these presents, from and after the decease of A. D. late Wife of the said T. D. the Uncle, as by the said Indenture, among divers other things therein contained more at large appears. Now know ye, that the said T. D. party to these presents, for and in consideration of the sum of &c. to him in hand at and before the ensealing and delivery of these presents by W. P. of, &c. well and truly paid, whereof and wherewith the said T. D. partie to these presents, acknowledgeth himself fully satisfyed, contented and paid by these presents, and for divers other, &c. Hath given granted, bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely give, grant, bargain, sell, assign and set over unto the said W. P. his Executors, administrators and assigns, as well the said annuity or yearly payment of, &c. as also all the estate, right, title, interest, property, claim and demand, which the said T. D. party to these presents, hath or may, can, might, should or ought to have, of, in or to the same, by force and vertue of the said Indenture of uses, or any thing therein contained

or otherwiſe. And the ſaid T. D. party to theſe preſents, for him, his Executors and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid W. P. his Executors, adminiſtrators and aſſigns by theſe preſents, in manner and form following; That is to ſay, that he the ſaid T. D. party to theſe preſents, now hath lawfull authority to give, grant, bargain and ſell the ſaid Annuity, in manner and form aforeſaid; And that heretofore neither he, nor any other by his appointment, or with his conſent, hath made any former bargain, ſale, gift, grant, aſſignment, ſurrender, extinguiſhment, charge or incumbrance of the ſaid annuity or yearly payment of, &c. or of any part thereof; Nor that he the ſaid T. D. partie to theſe preſents, nor any other by or from him, or with his conſent, have or hath done, nor hereafter at any time ſhall do, commit, or ſuffer to be done, any act, deed or thing whatſoever, whereby the ſaid W. P. his exeeutors, adminiſtrators or aſſigns, ſhall or may be hindred or letted of, or in the having, receiving and enjoying of the ſaid annuity or yearly rent, or any part thereof; And that the ſaid W. P. his executors, adminiſtrators or aſſigns, ſhall and may from time to time, and at all times from and after the deceaſe of the ſaid A. D. for and during the natural life of the ſaid T. D. party to theſe preſents, lawfully, peaceably and quietly have, hold, uſe and poſſeſs, occupy and enjoy the ſaid annuity or yearly rent of &c. and every part and parcel thereof; To the only proper uſe and behoof of the ſaid W. P. his Executors, Adminiſtrators and aſſigns for ever, without the let, trouble, moleſtation, interruption or diſturbance of him the ſaid T. D. party to theſe preſents, or any other perſon or perſons, by his means, title or procurement. And further, that the ſaid T. D. party to theſe preſents, ſhall and will from time to time, and at all times hereaf.er,

at

at the reaſonable requeſt, coſts and charges in the Law of the ſaid W. P. his executors, adminiſtrators and aſſigns, do or cauſe, procure or ſuffer to be done, all ſuch further act and acts, thing and things, for the further aſſuring of the premiſes to the ſaid W. P. his Executors, Adminiſtrators and aſſigns, for and during the natural life of the ſaid T. D. party to theſe preſents, after the death of the ſaid A. D. as by the ſaid W. P. his Executors or Aſſigns, as by his or their Councel learned in the Law, ſhall be reaſonably deviſed, adviſed or required: In witneſſe, &c.

An aſſignment of a Leaſe.

THis Indenture made, &c. Between H. S. of &c. of the one part; and R. L. of, &c. of the other part; Whereas I. H. of &c. by his Indenture of Leaſe bearing date the, &c. for the conſideration therein expreſſed, did demiſe, grant, ſet and to farm let unto the ſaid H. S. all that Meſſuage or Tenement, called or known by the name of, &c. ſituate, lying and being in *Fleetſtreet London*, and then in the tenure or occupation of the ſaid I. H. together with all Water-courſes, Lights, Wayes, Eaſments, Commodities and appurtenances whatſoever, to the ſaid Meſſuage or Tenement, and all and ſingular other the premiſes thereby granted, or any of them then made or belonging. To have and to hold the ſaid Meſſuage or Tenement, and all and ſingular other the before mentioned premiſes, with their and every of their appurtenances, unto the ſaid H. S. his Executors, Adminiſtrators and aſſigns, from the Feaſt-day of, &c. laſt paſt before the date of the ſame Indenture, unto the full end and term of 21. years from thenceforth next enſuing, and fully to be compleat and ended: Yielding and paying therefore yearly, during the ſaid term of 21 years,

the yearly rent of, &c. at the four uſuall Feaſts or terms in the year; that is to ſay, at the, &c. or within 10 daies next enſuing any of the ſaid Feaſts, by even and equal portions, as in and by the ſaid Indenture of Leaſe, among divers Covenants, Grants, Articles, clauſes and agreements therein contained, whereunto relation being had, more fully & at large appears. Now this Indenture witneſſeth, that the ſaid H. S. for and in conſideration of the ſum of, &c. to him in hand at and before the enſealing and delivery of theſe preſents by the ſaid R. L. well and truly paid, whereof and wherewith he acknowledgeth himſelf fully ſatisfied and paid; and thereof, and of every part and parcel thereof, doth clearly acquit and diſcharge the ſaid R. L. his Executors, adminiſtrators and aſſigns, for ever, by theſe preſents, Hath granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth grant &c. unto the ſaid R. L. all the eſtate, right, title, intereſt, term of years yet to come and unexpired, property, claim and demand whatſoever, which he the ſaid H. S. now hath, or may, might or ought to have or claim of, in or to the before mentioned premiſſes, and every or any part or parcel thereof, with the appurtenances, by force and vertue of the ſaid Indenture of Leaſe, or any thing therein contained, or otherwiſe howſoever, Together with the ſaid Indenture of Leaſe, To have and to hold as well the ſaid premiſſes before mentioned to be demiſed, in and by the ſaid Indenture of Leaſe; As alſo all the eſtate, right, title, intereſt, uſe poſſeſſion, claim and demand whatſoever of him the ſaid H. S. of, in and to the premiſſes, unto him the ſaid R. L. his Executors, adminiſtrators and aſſigns, from the day of the making hereof, for and during all the reſidue and number of years yet to come, and unexpired of the ſaid term of, &c. in and by the ſaid Indenture of Leaſe granted in ſuch

like

like, and in as large and ample manner and form, to all intents and purposes, as the said H. S. now hath, enjoyeth, or may, might, or ought to have and enjoy the premises, by force, vertue and means of the said Indenture of Lease, or any thing therein contained, or otherwise howsoever; Together with the said Indenture of Lease as aforesaid. And the said H. S. for himself, his Executors, and administrators, doth covenant, promise and grant to and with the said R. L. his executors, administrators and assigns by these presents, That the said R. L. his Executors, administrators and assigns shal and may lawfully, peaceably and quietly have, hold, possess and enjoy the before mentioned premisses, and every part thereof, with the appurtenances, for and during the residue and number of years, yet to come and unexpired, of the said term of &c. in and by the said Indenture of Lease granted, without any lawfull let, sute, trouble, deniall or interruption, of him the said H. S. his Executors, administrators or assigns, and that freely and clearly acquitted and discharged, and otherwise well and sufficiently save and keep harmlesse, of and from all other gifts, grants, bargains, sales, leases, rents, arrerages of rents, forfeitures, re-entries, cause and causes of re-entries, troubles and incumbrances whatsoever, had, made, committed or done by the said H. S. his Executors, administrators, &c. the rents and covenants in and by the said recited Indenture of Lease reserved, which on the tenants or leassees part and behalf of the same premises from henceforth are or ought to be paid performed and done, (only excepted and foreprised) Of which said rents and covenants the said R. L. for himself, his executors and administrators, doth covenant, promise and grant to and with the said H. S. his Executors, administrators and assigns, by these presents, clearly to acquit and discharge, or otherwise

from time to time, and at all times hereafter from henceforth well and sufficiently save and keep harmless and indemnified the said H. S. his Executors administrators and assigns, and every of them by these presents. In Witness, &c.

A Preamble of a Will.

IN the name of God, *Amen*: The 16. day of *October*, 1647. in the 23. year of, &c. I, G. H. of, &c. being sick and weak in body, but of sound and perfect memory (praise be given to God for the same) and knowing the uncertainty of this life on earth, and being desirous to settle things in order, do make this my last Will and Testament in manner and form following: That is to say, First and principally I commend my soul to Almighty God my Creator, assuredly believing that I shall receive full pardon and free remission of all my sins, and be saved by the precious death and merits of my blessed Saviour and Redeemer Christ Jesus, and my body to the earth, from whence it was taken, to be buried in such decent and Christian manner, as to my Executors hereafter named shall be thought meet and convenient. And as touching such worldly estate as the Lord in mercy hath lent me, my will and meaning is, the same shall be employed and bestowed, as hereafter by this my Will is expressed, And first, I do revoke, renounce, frustrate and make void all Wills by me formerly made, and declare and appoint this my last Will and Testament. *Item* I give and bequeath, &c.

A

A Condition to pay money at the day of Marriage or day of death.

THe Condition of this Obligation is such, That if the within bounden A. B. his executors, administrators and assigns, do well and truly pay, or cause to be paid unto the within named C. D. his executors, administrators or assigns, at or in the, &c. the sum of &c. within six mounths next after the solemnization of the Marriage of the aboveſaid A. B. or the day of death and deceaſe of B. C. of &c. Gentleman, which shall first happen after the date within written, without fraud or coven: That then, &c.

A Condition to deliver Hay and Oats by a day, &c.

THe Condition, &c. that if the within bounden I. A. his executors, administrators or assigns, do and shall well and truly deliver or cause to be delivered unto the within named T. L. his executors, administrators or assigns, at &c. five cart-loads of good, sweet, well made and well dried Hay, every load containing, &c. and 20. quarters of sound, wholsome and sweet Oats, good and Merchantable ware, every quarters to contain &c. between the feast day of Saint *John* the Baptist, and Saint *James* the Apostle, next ensuing the day within written, frank and free, without any thing therefore to be paid, without fraud or coven: That then, &c.

A Condition to perform Covenants.

THe Condition, &c. that if the within bound I. R. his Executors, Administrators and Assigns,

ſigns, and every of them, do and ſhall at all times hereafter, and from time to time, well and truly obſerve, perform, fulfill, pay, do and keep all and every the Covenants, Grants, Articles, Clauſes, proviſoes, payments, and agreements which on his or their parts and behalfs are and ought to be obſerved, performed and fulfilled, paid, done and kept, ſpecified and comprized in a certain pair of Indentures of Leaſe bearing date within written, made between the within named L. R. on the one part, and N. G. on the other part, and that in and by all things according to the true intent and meaning of the ſame Indenture; That then, &c.

A Condition for the truth of an apprentice.

THE Condition, &c. that whereas I. R. Son of the within bound E. R. by his Indenture of Apprentiſhip bearing date, &c. laſt paſt before the date within written, hath put himſelf apprentice unto the within named H. S. with him to dwell after the manner of an apprentice, from the, &c. next enſuing the date within written, for and during the term of, &c. years from thence next enſuing, and fully to be compleat and ended, as by the ſame Indenture may appear, If therefore the ſaid I. ſhall well and truly ſerve and dwell with the ſaid H. during all the ſaid term of, &c. years: And if at any time or times hereafter during the ſaid term of, &c. the ſaid I. ſhall by negligence or otherwiſe, conſume, imbeazle, waſte, loſe, miſſpend, or unlawfully make away, any of the moneys plate, goods, chattels, wares, or Merchandizes of the ſaid H. S. his Maſter, or any other perſon or perſons whatſoever, which ſhall be committed to his charge and cuſtody, then and ſo often, if the ſaid E. R. his Executors, Adminiſtrators or Aſſigns, or any of them,

them, shall within three months next after the proo thereof made, either by confession of the said J. R. or otherwise howsoever, and notice thereof given either by writing or otherwise, unto the said E. R. his Executors, administrators or assigns, make sufficient recompence, satisfaction & payment unto the said H.S. his Executors, administrators and assigns, of and for all such monyes, plate, goods, chattels, wares and Merchandizes, as shall be so duely proved as aforesaid, to be by the said I. consumed, imbezled, wasted, lost, misspent or unlawfully made away; That then, &c.

A Condition to abide the award of Arbitrators, if they make an arbitrement; and if not, then to abide the umpirage of an Umpire.

THe Condition, &c. that if the within bounden A. S. his heirs, executors and administrators, and every of them, for his and their parts and behalfs in all things, do well and truely stand to, and abide, observe, perform, obey, fulfill and keep all and every the award, arbitrement, doom, determination, finall end and judgement of Sir T. S. of, &c. and H. S. of, &c. Arbitrators indifferently nominated, elected and chosen, as well on the part and behalf of the within bound A. S. as on the part and behalf of the within named F. L. to award, arbitrate, determine and judge of, for, upon, or concerning all and all manner of judgments, executions, actions, suites, cause, and causes of action and suite, accompts, reckonings, sum and sums of money, trespasses, strifes, variances, quarrels, controversies, judgements, executions and demands whatsoever had, made, moving or depending, or having, being and beginning between the said parties at any time or times, before the day of the date of these presents. So alwaies that the said award, arbitrement, doom, deter-

determination and judgement of the said Arbitrators, of, for, or upon the premises, be made or put in writing indented under their hands and seals, and ready to be delivered to the said parties, or to such of them as shall come and require the same of the said Arbitrators, on this side, or before the, &c. and if the said Arbitrators shall make and put in writing indented no such award or arbitrement, as aforesaid, for and upon the premises, at or before the said day of, &c. if then the said A. S. his Heirs, Executors, and Administrators, and every of them, for his and their part and behalf, in all things, do well and truly stand to, abide, obey, observe, perform, fulfill, pay and keep all and every the award, umpirage, arbitrement, determination, final end and judgement of Sir R.R. of, &c. Umpire indifferently elected and chosen on the part and behalf of either of the said parties, to award, arbitrate, determine, and finally to judge of, for, upon or concerning all and singular the aforesaid premises; so alwaies that the said award, umpirage, arbitrement, determination, finall end and judgement of the said Umpire, of, for, or concerning the same premises, be had and put in writing indented under his hand and seal, at, or in the, &c. and ready to be delivered to the said parties, or to such of them as shall come and require the same of the said Umpire: That then, &c.

A Condition that one shall not demise or alien, without condition.

THe Condition, &c. that if neither the above bound R. R. nor his assigns, nor any of them, do or shall at any time hereafter demise, grant, bargain, sell or otherwise do away his or their estate, right, title, interest, claim and demand either in fee simple,

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see tail or otherwise, to any person or persons whatsoever, of, in or to that the Mannor of &c. in the County of, &c. with the rights, members and appurtenances thereof in the said, &c. whatsoever; or of in or to any part or parcel thereof, which he the said R. R. or his Heirs, have, hath or had, may, might, should or ought to have or claim of, in or to the said Mannor, with the appurtenances, without the consent and agreement of the above-named T. I. his heirs or assigns, or some of them, to that effect first had and obtained in writing, under his, their or some of their hands and seals: That then this, &c.

A Condition to justifie all such actions as shall be commenced by reason of a Letter of Attorney.

THe Condition, &c. That whereas the within bound I. E. by his Deed or Letter of Atturney bearing date, &c. hath made and constituted the within named W. D. his true lawfull and sufficient Atturney, to ask, levy, recover and receive, for him, and in his name, to the only proper use and behoof of the said W. D. his executors and administrators, 200 l. of &c. wherein R. C. of &c. by his Obligation bearing date, &c. is and standeth bound unto the said I. E. as by the same Letter of Atturney more at large it doth and may appear. If therefore the said I. E. his Executors and administrators, and every of them, do at all times hereafter, and from time to time, avow, justifie and maintain all and every such lawful action and actions, plaints, process, sutes, judgements and executions, as the said W. D. his Executors, administrators and assigns, or such as the said W. D. his executors, administrators or assigns, shall thereunto assign, name and appoint, shall attempt, commence and pursue in the

name

name of the ſaid I. E. his Executors or adminiſtrators, againſt the ſaid R. C. his executors or adminiſtrators or any of them, upon or by reaſon of the ſaid recited Obligation. And alſo that if neither the ſaid I. E. his Executors or adminiſtrators, or any of them, ſhall hereafter willingly do or procure to be done any manner of act or acts, thing or things, whereby the ſaid debt of 200 l. or any part or parcel thereof, is or ſhall be releaſed, or in any wiſe diſcharged, or whereby or by reaſon whereof any action or actions, writ, plea, proceſs, or execution to be had, attempted, brought or executed, for, touching or concerning the ſuing for, or recovery of the ſaid ſum of 200 l. ſhall be any way impeached, abated, withdrawn, delayed or hindred, except it be by and with the conſent of the ſaid W. D. his Executors or adminiſtrators, under his or their hands and Seals, firſt had and obtained in writing; That then &c.

A Condition for payment of money yearly, with a clauſe to find new Sureties, upon death of any of the former.

THE Condition &c. that if the within bound R. D. W. D. & R. B. or any of them, their or any of their Executors, adminiſtrators or aſſigns, do well and truly pay or cauſe to be paid unto the within named J. A. his Executors or aſſigns, yearly from henceforth, for and during the term of 21 years, the yearly ſum of &c. at or in, &c. at the four uſual Feaſts or Terms in the year: that is to ſay, at the Feaſt of, &c. or within 20 daies next after every of the ſaid Feaſts by even and equal portions to be paid. And if it ſhall happen the ſaid R. D. W. D. or R. B. or either of them, to die or depart his or their natural life or lives before the ſaid term of 21 years ſhall be fully ended,

ended, next after the date within written: If then the ſaid R. D. his Executors or adminiſtrators, do within three moneths next after requeſt in the behalf to him or them to be made by the ſaid I. A. his Executors, Adminiſtrators or Aſſigns, procure and cauſe ſuch other ſufficient and able perſon or perſons to become bound and enter into Bond unto the ſaid I. A. his executors, adminiſtrators or aſſigns, by Obligation in due form to be made for the ſame payment of the ſaid yearly ſum of, &c. for and during ſo many years as ſhall be then to come and unexpired of the ſaid term of 21. years, and with the like clauſe for putting in other new ſureties, as herein is expreſſed, as ſhall be of ſufficient ability to anſwer and pay the ſum of money, wherein he or they ſhall ſo ſtand bound if the ſame ſhould be forfeited: That then &c.

A Condition to ſave harmleſs from Legacies.

THe Condition, &c. That if the within bound W. W. his Heirs, Executors and Adminiſtrators and every of them, do and ſhall from time to time, and at all times hereafter, clearly acquit, exonerate and diſcharge, or otherwiſe well and ſufficiently ſave and keep harmleſs the within named B. F. his heirs, executors and adminiſtrators, and every of them, and his and their goods, chattels, lands, tenements, poſſeſſions and hereditaments, and every of them, as well againſt the Children of R. E. late of &c. deceaſed, their executors, adminiſtrators and aſſigns, and every of them; as alſo againſt all and every other perſon or perſons whatſoever, of, for, from and concerning all and all manner of gifts, legacies, childrens portions, ſum and ſums of money, and requeſts whatſoever, given and bequeathed unto them, and every or any of them, in and by the laſt Will and Teſta-

ment

ment of the ſaid R. E. or otherwiſe, and of and from all actions, ſutes, coſts, judgments, extents, executions and demands whatſoever, which ſhall or may at any time hereafter happen to ariſe, come or grow, to, for or againſt the ſaid R. F. his executors, adminiſtrators and aſſigns, or any of them, upon or by reaſon of the ſame: That then &c.

A Condition not to moleſt, ſue or trouble for any matter or cauſe before paſt.

THE Condition, &c. that if neither the within bound A. B. his executors, adminiſtrators or aſſigns, or any other perſon or perſons, for him or them, or in his or their name or names, do not at any time or times hereafter, moleſt, ſue, vex or trouble the within named C. D. his executors or adminiſtrators, or any of them, by any manner of waies, or means whatſoever, for, upon or by reaſon of any matter or cauſe whatſoever had, made moving or depending between the ſaid parties, from the beginning of the world unto the day of the date within written: That then, &c.

A Condition to ſeal a counterpart of an Indenture by a day.

THE Condition, &c. that if one A. B. of &c. ſhall on this ſide, and before the Firſt of, &c. ſeal and ſubſcribe to the counterpart of one Deed indented, bearing date, &c. made between the within named W. M. of the one part, and the ſaid A. B. of the other part; and the ſame ſo ſealed and ſubſcribed to deliver as his proper act and deed to the only uſe and behoof of the ſaid W. M. and alſo the ſaid counterpart of the ſaid Deed indented, ſo

ſealed

sealed, subscribed and delivered by the said A. B. In manner and form aforesaid, do on this side, and before the, &c. then next ensuing, deliver or cause to be delivered unto the said W. M. his Heirs or assigns whole, uncancelled and undefaced, at or, &c. That then, &c.

A Condition for acknowledgement of a Fine.

THe condition, &c. that if the above bounden G. S. and A. his Wife, do and shall at and before the &c. next ensuing the date within written, at the costs and charges in the Law of the within named R. P. his heirs or assigns, before the Justices of the court of Common pleas, at *westminster*, acknowledge and levy one fine, *sur conusans de droit comme ceo ont de ils done*, &c. unto the said R. P. his Heirs, &c. with Proclamation according to the Laws and Statutes of this Realm in that behalf provided of all those Messuages, Lands, Tenements, and Hereditaments, with the appurtenances, lying and being in P. in the County of E. which by one Deed indented, bearing date with these presents, are mentioned to be bargained and sold by the said G. S. to the said R. P. his heirs, &c. and every part and parcel thereof, to the only use and behoof of the said R. P. and of his Heirs and assigns for ever according to the true intent and meaning of the same Deed, as by the said R. P. his Heirs or assigns, or by his or their Councel learned in the Law shall be reasonably devised and required: That then, &c.

A Condition to deliver an Obligation by a day.

THe Condition, &c. that whereas the within named T. M. by his Obligation bearing date, &c. and standeth bound unto the within bounden

P. F. in the ſum of 100. l. with condition, &c. as by the ſame Obligation may appear. If therefore the ſaid P. F. his executors, adminiſtrators or aſſigns, do or ſhall, on or before the, &c. next enſuing the date within written, deliver or cauſe to be delivered unto the ſaid T. M. his executors, adminiſtrators or aſſigns, the ſaid recited Obligation cancelled or to be cancelled; That then, &c.

A Condition to pay money during life.

THe Condition, &c. that if, &c. W. W. his Executors, adminiſtrators or aſſigns, or any of them, do, or ſhall yearly, for and during the natural life of A. W. of, &c. well and truly pay or cauſe to be paid unto the within named W. M. his executors, adminiſtrators or aſſigns, for and towards the maintenance of the ſaid. A. the ſum of, &c. at or in, &c. on four daies in every year, that is to ſay, on the, &c. by even and equal portions, the firſt payment thereof to be made and begin on the, &c. next enſuing the date within written, he the ſaid W. W. his executors, adminiſtrators or aſſigns, every ſuch payment, ſealing and delivering the ſaid W. W. his executors, adminiſtrators or aſſigns, to his and their uſe, a ſufficient acquittance and diſcharge in writing under his hand and ſeal of the money ſo paid, and ſo from time to time received; That then this, &c.

A Condition to Aſſign over a Leaſe by a day.

THe Condition, &c. that if, &c. I. W. in conſideration of 300. l. to him in hand paid by the within named P. C. do and ſhall on this ſide, and before, &c. next enſuing the date within written, at the coſt and charges in the Law of the ſaid P. C. his Executors, admi-

administrators or assigns, by good conveyance and assurances in the Law, grant, convey and assure unto such person or persons as the said P. C. shall nominate and appoint, as well one Indenture of Lease made by and from A. B. to the said I. W. bearing date &c. and all Lands, Tenements and Hereditaments therein and thereby demised and granted; as also all the estate, right, title, interest, rent, reversion, property, claim and demand whatsoever of him the said I. W. of, in or to the premises, clearly discharged of all Incumbrances whatsoever, done or to be done by the said I. W. or any by his means, consent or procurement, except one Lease, heretofore made by the said I. W. to one T. T. of the premises, whereupon the yearly rent of 100l. is reserved, which said yearly rent shall or may from henceforth be paid to the said P. C. or to such person or persons as he shall name or appoint during the continuance of the said Lease, and if the said I. W. do and shall permit and suffer the said P. C. and his assigns, from time to time and at all times hereafter, to have, receive and take the rents, issues and profits of the premises, without the let or denial of the said I. W. or his Executors: That then, &c.

A Condition for quiet enjoying of a Messuage.

THE Condition, &c. that if the within named I. M. his Heirs and assigns, and every of them, shall and may for ever from henceforth peaceably and quietly have, hold, use, occupy possess and enjoy all that Messuage or Tenement, and Lands, situate, lying and being in &c. and every part and parcel thereof, mentioned to be bargained and sold by the within bound R. W. to the said I. M. in and by a certain Indenture of bargain and sale, bearing date the day of the date within written, made between the within bound R. W. and

A. his wife, on the one part, and the above named I. M. on the other part, clearly discharged or otherwise sufficiently saved and kept harmless, of and from all and all manner of estates, titles, troubles, charges, and incumbrances whatsoever, at any time heretofore had, made, committed, permitted, suffered or done by the said R. W. and A. his wife, or either of them, or by his or their means or procurement: That then, &c.

A condition not to do any act to prejudice the estate of the Oblig. in a Lease, &c.

THE Condition, &c. that if the within bound R. R. hath not done, nor that he, his executors, nor administrators, at any time hereafter, shall wittingly or willingly do, or assent unto any manner of act or acts, devise or devises, whereby or by reason whereof, the interest, estate, and term of years, which the within named H. B. hath of, in or to any the Messuages, Lands, Grounds, Tenements, or Hereditaments, called, &c. or any part or parcel thereof, is, or shall be alienated, bargained, sold, assigned, determined, avoided or incumbred, or whereby one Obligation or Deed obligatory, bearing date the, &c. last past before the date within written, is or shall be discharged, released and made void, or lose any manner of force or strength except it be by and with the assent, consent and agreement of the within named H. B. his Executors or administrators, wherein one R. A. Citizen, &c. standeth bound to the said R. R. in the sum of, &c with a certain condition thereupon endorsed, touching the Messuages, Lands and Tenements, called, &c. as by the same may appear: That then, &c.

A

A condition to pay rent during a Lease parole, and at the end to depart, leaving the goods and houshold stuff mentioned, &c.

THe Condition, &c. that whereas the above named T. L. hath by Lease parole set and to farm-let to the above bound T. D. all that capital Messuage, &c. for the term of, &c. to be reckoned and accounted from the, &c. at and for the yearly rent of &c. of lawfull, &c. payable in form following: that is to say, on the, &c. If therefore the said T. D. his Executors, administrators, Under-tenants or assigns, or any of them do well and truly pay or cause to be paid unto the said T. L. his executors, administrators or assigns, the said yearly rent or sum of, &c. in manner and form, as is before expressed. And also if the said T. D. his executors, administrators, under-tenants and assigns, do at the end and expiration of the said term of, &c. to be reckoned as aforesaid, depart out of the said house, and leave the possession thereof, and other the premises, & leave behind him all such locks, keys, bolts, hinges, doors, casements, glass, glass-windows, wanscot, shelves, shelvs and other things as now do belong or appertain to the said Messuage, &c. or which at any time hereafter, during the said term, shal be set up, placed, made or provided in or about the same premises, at the costs and charges of the said T. D. unto the said T. L. his executors, administrators or assigns, that then, &c. But if default be made in payment of the said rent of, &c. in manner and form above declared, or if the said T. D. his executors or assigns, shall not perform the other clauses and agreements herein contained, without fraud or coven: That then, &c.

A condition that he shall enjoy quietly the aforesaid Messuage without interruption of any, during the said Lease parole.

THE Condition, &c. That whereas the above bound T. L. hath the day of the date above written by Lease parole, demised and to farm-letten unto the above named T. D. all that capital Messuage, &c. for term of, &c. to be accounted from the &c. and for the yearly rent of &c. And whereas the said T. D. by his Obligation bearing date the day of &c. with condition there under written for payment of the said rent or sum of &c. and performing other clauses and things in such manner and form, as in the said condition is mentioned, as in and by the obligation and condition before mentioned may more at large appear. If therefore the said T. D. his Executors, administrators, undertenants and assigns, and every of them, shall or may from time to time, and at all times during the said term of &c. lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy all that the said capital Messuage, &c. and appurtenances thereunto belonging, in as full, large and ample manner, as the said T. L. had, used or enjoyed the said premises, without any let, suit, trouble, interruption or disturbance of the said T. L. his Executors, administrators or assigns, or of any other person or persons, by his or their means, act, consent, title, interest, privity or procurement: That then, &c.

A condition where money is given, by a will to a wife and her children, and the money being paid by the Executor to the Husband of the wife, to be imployed for their benefits, the Husband is bound to imploy it well, or to repay it, &c.

THe condition, &c. that whereas T. H. of, &c. Gentleman deceased, did by his last Will and Testament in writing, give and bequeath unto M. one of the daughters of E. H. and now the wife of the above bound I. S. the sum of, &c. and the sum of, &c. to the four Children of them the said I. and M. which said sum of, &c. together with the said sum of, &c. more, the above named H. H. and W. H. have at and before the ensealing and delivery of this present obligation, paid and delivered unto the said I. S. to be by him imployed in stock, for the benefit and advantage of the said M. and the said four Children. If therefore the said I. S. do and shall from time to time, and at all times hereafter, use his best skill and endeavor to mannage and imploy the said, &c. in a stock for the best benefit and advantage of the said M. and her said four children. And if the said I. S. do not, nor shall not imploy the said, &c. in good manner as the same ought to be, according to the true intent and meaning hereof: Then if the said I. S. do within six moneths next after request to him made in that behalfe by the said H. H. and W. H. or either of them, their or either of their Executors, administrators, or assigns, for the use and behoof of the said M. and her said four Children, pay unto the, &c. the full sum of, &c. or the full worth or value thereof, in good and valuable goods and chattels, without fraud or coven: That then, &c.

A Condition to ſave harmleſs an Executor, he not med-ing with the Executorſhip.

THe Condition, &c. that whereas W. H. late of, &c. by his laſt Will and Teſtament in writing, did nominate and appoint the within named I. L. and others, Executors of his ſaid Will: ſince which time the ſaid I. L. is become ſole Executor of the ſaid Will. And whereas the ſaid I. L. hath not at any time or times intermedled with, had taken or received any of the debts goods, houſhold-ſtuffe, plate, chattels or hereditaments, of or belonging, to the ſaid W. H. but that the ſame have been equally divided and diſtributed to and amongſt the, &c. part and part alike. And foraſmuch as the, &c. did of their one accord ſatisfie and pay ſuch debts, duties and legacies as the ſaid W. H. did owe, give and bequeath, and had and received the acquittances for the ſame, without the conſent of the ſaid I. L. If therefore the ſaid, &c. and every or any of them, their Executors, adminiſtrators and aſſigns, and every or any of them, do and ſhall from time to time, and at all and every time and times hereafter, freely and clearly acquit, exonerate and diſcharge, or otherwiſe, upon requeſt made, well and ſufficiently ſave and keep harmleſs and indemnified the ſaid I. L. his executors, adminiſtrators and aſſigns, and his and their goods, chattels and hereditaments, and every of them, of and from all ſum and ſums of money, bills, bonds, debts, duties, and demands whatſoever, which ſhall or may at any time or times hereafter, happen to be demanded or recovered of and from the ſaid I. L. his heirs Executors adminiſtrators or any of them, for or by reaſon of the executorſhip of the ſaid laſt Will and Teſta-

Teſtament, and of and from all actions, ſuits, troubles, coſts, charges and demands whatſoever, which ſhall or may happen, or ariſe or grow, for or by reaſon of the ſame premiſſes, without fraud or coven: That then, &c.

A condition to diſcharge an Executor from an Orphants portion in London, *being received without conſent.*

THE Condition, &c. That whereas A. H. *Spinſter*, one of the Daughters of W. H. late of, &c. deceaſed, hath taken and received the full third part of the ſum of, &c. Which he the ſaid W. H. left in his houſe at the time of his deceaſe, his ſeveral charges, debts and legacies, being paid and diſcharged out of the ſaid ſum of, &c. And her full fourth part of all the goods, plate, chattels, utenſils, and implements of houſhold, as were belonging unto the ſaid W. H. at the time of his deceaſe; and alſo her full fourth part of the ſum of, &c. which was paid upon Bond due from, &c. For all which ſaid ſums of moneys, plate and goods, the within bound R. H. and R. A. have hereby undertaken to acquit, diſcharge, and ſave harmleſs the within named R. M. his Executors adminiſtrators and aſſigns. If therefore the ſaid R. H. and R. A. or either of them, their or either of their Executors, adminiſtrators or aſſigns, do and ſhall from time to time, and at all times hereafter, clearly acquit, exonerate and diſcharge, or otherwiſe upon requeſt made, well and ſufficiently ſave, keep harmleſs and indemnified the within named R. M. his Executors, adminiſtrators and aſſigns, and his and their goods, chattels and hereditaments and every of them, as well againſt the Officers of the City of *London*, for the Court of Orphants, and every of them, and againſt all

all and every other person and persons whatsoever. As also of and from all actions, suits, costs, losses, charges, sum and sums of money, and demands whatsoever, which shall or may at any time or times hereafter happen to arise or grow, or to be demanded or recovered of and from the said R. M. his Executors, administrators or assigns or any of them, for or by reason of the same several sums of money and houshold stuffe so by the said A. H. had taken and received, as aforesaid, and every of them, without fraud or coven, That then, &c.

A condition to justifie all such actions as shall be commenced, by reason of an Assignment of a Bill Obligatory.

THe condition, &c. that whereas the within bound W. E. and M. A. have by their deed of assignment bearing date within written, assigned and set over unto the above named R. N. on Bill Obligatory, wherein A. B. of, &c. and C. D. of, &c. are and stand bound unto the said W. E. and M. A. in the sum of, &c. (recite according to the usual form) as by the said Bill and Deed of assignment may appear. If therefore the said W. E. and M. A. or either of them, their or either of their Executors, administrators or assigns, do and shall at all times hereafter, and from time to time, justifie, avow and maintain all and every such lawful action or actions, suits, pleas and proces, as the said R. N. his Executors or assigns shall commence or prosecute against the said A. B. and C. D. or either of them, their or either of their Executors, administrators or assigns, in the names of them the said W. E. and M. A. or either of them, for or by reason of the said Deed of Assignment, and bill Obligatory, or either of them, without revoking or releasing the same

ſame, or any the perſons or ſums of money in them mentioned: That then, &c.

A condition for a hired Servants truth.

THE Condition, &c. that whereas the above named H.H. hath taken and received in his ſervice the above bound T.K. If therefore the ſaid T.K. do and ſhall at all times hereafter, and from time to time, during ſo long time as the ſaid T.K. ſhall dwell with the ſaid H.H. well and truly ſerve the ſaid H.H. his Maſter without conſuming, imbeazling, waſting, loſing, miſ-ſpending or unlawfully making away any of the money, plate, goods and chattels of the ſaid H.H. his Maſter, or any perſon or perſons whatſoever, which ſhall be committed to his charge and cuſtody, by reaſon of his ſaid ſervice. And if the ſaid T.K. ſhall by negligennce or otherwiſe conſume, imbeazle, waſt, loſe, miſ-ſpend, or unlawfully make away any moneys, plate, goods and chattels of the ſaid H.H. his Maſter, or any other perſon or perſons whatſoever that ſhall be committed to his charge and cuſtody, by reaſon of his ſaid ſervice, as aforeſaid: Then if the ſaid T.K. the above bound P.W. and I.K. or any of them, their or any of their Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall within three months next after the due proof thereof, either by the confeſſion of the ſaid T.K. or otherwiſe howſoever; and notice or warning thereof given or left at or in &c. in writing or otherwiſe unto or for the ſaid P.W. and I.K. or either of them, make ſufficient recompence, ſatisfaction and payment unto the ſaid H.H. his Executors, Adminiſtrators or Aſſigns, for the ſaid moneys, goods, chattels conſumed or imbeazled, as aforeſaid, Then this preſent Obligation to be void and of none effect, or elſe, &c.

A Condition to pay rent reserved upon a Lease.

THe Condition, &c. that if the within bound K. H. his executors, administrators and assigns, or some of them, do well and truly pay or cause to be paid unto the within named D. F. and I. S. and the heirs and assigns of the said I. All that yearly rent reserved and payable unto the said D. F. and I. S. and unto the heirs and assigns of the said I. upon and by vertue of a certain pair of Indentures of Lease, bearing date the day of the date within written, made between them the said D. F. and I. S. on the one part, and the said R. H. on the other part, at such daies and times by such equal and quarterly portions, and in such manner and form during all the said term thereby granted, as the same in and by the said Indenture is limited and appointed to be paid, without fraud or coven: That then, &c.

A Condition to discharge Executors from the payment of Legacies to Non-ages.

THe Condition, &c. that whereas M. H. widdow by her last Will and Testament, bearing date, &c. did give and bequeath unto three sons of M. T. widdow, the sum of, &c. apiece to each of them. And whereas also the within named T. P. at and before the day of the date within written, hath paid unto the within bound R. M. to and for the use of the said three sons of T. M. widdow (*viz.*) I. H. and M. the said sum of 300 l. given unto them by the said M. H. deceased. If therefore the said R. M. his Executors, administrators or assigns, do well and sufficiently save and keep harmless and indemnified the said T. P. and R. F. Executors of the said last Will and Testament, and either of them, their and either of their Execu-

tors

tors, administrators and assigns; As also their and either of their goods, chattels, lands, tenements and hereditaments, as well against the said I. H. and M. and every of them, as against all other person and persons whatsoever, of, or concerning the said legacy of, &c. a piece, to them the said I. H. and M. given and bequeathed as aforesaid. And also do obtain and get sufficient and lawfull releases and acquittances, or other discharges from them the said I. H. and M. and of every of them respectively, as they shall attain their full ages of 21 years, or within three months next ensuing their said full ages of, &c. respectively to be made unto the said T. P. and R. F. their Executors, administrator or assigns, purporting discharges for their said Legacies given and bequeathed as aforesaid, without fraud or coven: That then, &c.

A Condition to save harmless from a Letter of Attorney.

THE Condition, &c. that if the above bound A. C. his Executors, administrators or assigns, or some of them, do and shall from time to time, and at all and every time and times for ever hereafter, acquit, discharge, save, defend and keep harmless and indemnified the above named R. N. his Executors, administrators and assigns, and his and their goods, chattels, lands, tenements and hereditaments, and every of them, of, and from all and all manner of actions and suits, costs, charges, troubles, losses and detriments whatsoever, which shall or may at any time or times hereafter, arise, happen or be, unto, for or against the said R. N. his Executors, Administrators or Assigns, for, concerning or by reason of one Letter of Attorney, bearing date the day of the date above written, which the said A. C. hath sealed and delivered

delivered unto the ſaid R. N. or any ſuit or ſuits commenced, or to be commenced by vertue thereof. And alſo if the ſaid A. C. his Executors, adminiſtrators or aſſigns, do or ſhall, upon requeſt to him or them to be made, well and truly pay or cauſe to be paid unto the ſaid R. N. his executors, adminiſtrators or aſſigns, all ſuch ſum and ſums of money as the ſaid R. N. his executors, adminiſtrators or aſſigns, ſhall be compelled to diſburſe or lay out, for or by reaſon of any ſuit or ſuits, arreſts, or other things whatſoever, concerning the premiſes: That then, &c.

A Condition to pay money at the expiration of an Apprentiſhip.

THE Condition &c. that whereas one M. C. daughter of, &c. by her Indenture of apprentiſhip bearing date with theſe preſents, hath put her ſelf an Apprentice unto the within bound L. S. and L. his wife, and with them to dwell and ſerve, as their Apprentice from the Feaſt of, &c. unto the end and term of, &c. from thence next enſuing, and fully to be compleat and ended, as by the ſame Indenture of Apprentiſhip more at large appeareth. And whereas alſo the within named I. P. the day of the date hereof, hath lent, diſburſed and delivered to the ſaid L. S. the ſumme of 20. l. of, &c. to occupy as a ſtock during the ſaid term. If therefore the ſaid L. S. his Heirs, Executors, Adminiſtrators or aſſigns, or any of them do well and truly pay or cauſe to be paid unto the ſaid M. C. or her aſſigns the full ſum of, &c. at the full end and expiration of the ſaid term of 7 years, or at the day of the mariage of the ſaid M. which of them ſhall firſt and next happen to be or come after the date hereof, without fraud or coven: That then, &c.

A Condition of an Obligation, wherein one Executor ſtands bound to another to do his diligence in the execution of a will, and from time to time to give a juſt accon t.

THe Condition, &c. that whereas I. B. of &c. Gentleman, hath named and appointed the within bounden T. A. to be one of his Executors, together with the within named G. B. If therefore the ſaid T. A. do from time to time and at all times hereafter, uſe his utmoſt diligence and endeavor for the true execution of the ſaid laſt Will and Teſtament; according to the truſt in him repoſed by the ſaid I. B. and do alſo from time to time yearly, until the ſaid laſt VVill and Teſtament be fully and wholly fulfilled and performed, make by himſelf, or by ſome other lawfully authorized by him, a true account to the ſaid G. B. at or in, &c. at any time between the firſt and laſt day of *November*, yearly. And if upon the making up of every ſuch account, or accounts the ſaid T. A. his, &c. ſhall make delivery of the moity and one half of all ſums of money, goods and chattels that the ſaid T. A. his, &c. ſhall have in his or their cuſtodies, or ſhall have received by vertue of the ſaid Executorſhip of the ſaid laſt VVill and Teſtament of the ſaid I. B. That then, &c.

A Counter-condition for the performance of Covenants.

THe condition, &c. that whereas the within named M. M. at the requeſt and deſire of the within bound D. P. together with the ſaid D. P. is and ſtandeth bound in and by one obligation bearing date the within written, unto E. S. of, &c. in the ſum of, &c. for the true obſervance, performance, fulfilling, paying,

and

and keeping of all and every the covenants, grants, articles, clauſes, payments and agreements which are contained and ſpecified in one paire of Indentures of Leaſe, as by the ſaid Obligation appeareth. If therefore the ſaid D. P. his Executors, adminiſtrators or aſſigns, and every of them, do and ſhall from time to time, and at all times hereafter, well and ſufficiently ſave and keep harmleſs and indemnified the ſaid M. M. his Executors, adminiſtrators and aſſigns, and every of them, of and from all actions, ſuits and demands whatſoever, which ſhall or may at any time or times hereafter happen to ariſe, come or grow to or againſt the ſaid M. M. his Executors, adminiſtrator aſſigns, or any of them, for, upon or by reaſon of the ſaid recited Obligation, or any ſum or ſums of money therein contained, without fraud or coven: That then, &c.

A Condition that the Leaſſor ſhall pay money back upon the Leaſſees diſlike of a Farm.

THe Condition, &c. that whereas there hath been communication between the within bound T. B. and the within named P. C. for and concerning one Farm, called A. in the County of S. now in the occupation of the ſaid T. B. to be granted by the ſaid T. to the ſaid P. for term of ſix years. If in caſe the ſaid P. C. ſhall miſlike to proceed in the ſame, and of ſuch miſliking do give notice to the ſaid T. B. before the laſt day of, &c. next enſuing, at the Meſſuage of the ſaid Farm. Then if the ſaid T. B. his Executors, &c. do within three dayes next after ſuch notice of miſliking given, well and truly pay or cauſe to be paid to the ſaid P. not only the ſum of 6. l. of, &c. to him the ſaid T. delivered at the enſealing hereof, but alſo do pay or ſatisfie unto the ſaid P. all ſuch ſums of money and other

things

things as the ſaid P. hath, or before that time ſhall have paid or be at, for the ſowing or mannuring of the ſaid Farm, or any part thereof: That then, &c.

A Condition for building and ſetting up a Farm or a Houſe.

THe Condition, &c. that if the within named E. W. his Executors, Adminiſtrators or aſſigns, do at his and their own coſts and charges, on this ſide, and before the Feaſt of, &c. next coming after the date above written, not only well work, and ſubſtantially erect, build and ſet up, or cauſe to be erected, built and ſet up one good and ſubſtantial new frame or building, of good, new, ſufficient and well ſeaſoned timber of heart of Oak, to ſerve for the plat or foundation already ſet forth or made within the Meſſuage or Inne, called or known by the name or ſign of the Ship, in the Pariſh of Saint *Clements Danes*, in the County of *Middleſex*, which ſhall contain from the Weſt toward the Eaſt 40. foot of Aſſize, and in breadth from North to South 25. foot of Aſſize, and with part thereof, which ſhall extend from the South-part of the meaſure before mentioned towards the South, ſhall contain in length 20. foot, and in breadth 18. foot and 12. inches: All which ſaid Building ſhall contain in heigth three ſtories and a half; and every ſtory to contain in the height ſeven foot of Aſſize at the leaſt: But alſo do, before the ſaid Feaſt of, &c. at his like coſts and charges, fit and furniſh the ſame building with floors boarded, doors, ſtairs, pent-houſes and all other things pertaining to, or being Carpentary work, with ſufficient nails for the ſame, and hooks and hinges for all the doors: in which ſaid building there ſhall be ſuch and ſo many ſtairs, as the within named P. C. ſhall appoint, and to be ſet in ſuch place &

place, as the ſaid P. ſhall nominate, and there ſhall be in the ſtories extending Weſt and Eaſt, partitions, and three ſeveral rooms; and in every room one imbowed window, with ſuch and ſo many clear windows as the ſaid P. ſhall appoint and in every of the ſtories of the building, extending from North to South, one partition, and one room, in every of which rooms there ſhall be one imbowed window: all which to be well and ſufficiently finiſhed, as aforeſaid, before the ſaid Feaſt, &c. next coming. That then, &c.

A Condition to ſave three harmleſs which are bound for one by Recognizance to the Chamber of London *for Orphans money.*

THe Condition of this Recognizance is ſuch, that whereas the within named I.C. I.L. and W. G. at the inſtance and requeſt of the above bound E.K. together with the ſaid E. K. in the inner Chamber of the Guild-hall of the City of *London*, are become jointly and ſeverally bound unto R. B. Chamberlain of the City of *London* aforeſaid, and to his ſucceſſors Chamberlains of the ſame City, in the ſum of 350l. of, &c. with condition amongſt other articles in the ſaid Recognizance ſpecified, for the true payment of 300 l. of like money unto the ſaid Chamberlain, or his Succeſſor, to the uſe of E. and I. Orphans of T. B. late Citizen and Grocer of *London*, deceaſed, at ſuch time as they or either of them, ſhall accompliſh their ſeveral ages of 21. years, as by the ſaid Recognizance and condition thereof more at large may appear. If therefore the ſaid E.K. his Heirs, Executors or adminiſtrators do from time to time, and at all times hereafter, diſcharge, exonerate, acquit, or otherwiſe well and ſufficiently ſave and keep harmleſs the ſaid I.

IC

I. L. and W, G, and every of them; and the Heirs, executors and administrators of them, and every of them, and all and singular the lands, tenements & hereditaments, goods and chattels of them and every of them, against the said Chamberlain and his Successors, and against all and every other person and persons whatsoever, of, for and concerning the said Recognizance, & all and singular sums of money, penalties, forfeitures and things whatsoever, in the said Recognizance, or condition thereof, or either of them, contained or specified: and also of, for and concerning all and singular actions, sutes, judgements, extents, executions, molestations, costs, charges, troubles, incumbrances, & demands whatsoever, which shall or may arise, grow, happen or be, by reason or means of the said recognizance And also if it happen the said E. K. before the said sum of 300 l. be fully paid to the said Chamberlain, or his Successors, according to the tenor and purport of the said condition of the said recognizance, to decease, or by any means to come to poverty and insufficiency or himself, or his goods and chattels, out of the liberties of the City aforesaid, to absent, withdraw or purloin: Then if the said E, K. his heirs, executors or administrators within six months next after such decease, coming to poverty & insufficiency, or such withdrawing, absenting or retaining himself, or his goods or chattels out of the liberties of the City aforesaid, or upon reasonable request, do make true payment unto the said Chamberlain or Successors, of the said sum of 300 l. to the use aforesaid; And then also within the same 6 months; or upon such request, as aforesaid, do cause and procure the said Recognizance, and all extents and executions of the same, to be clearly and lawfully discharged and made void, That then, &c.

A Condition from an unde-Sheriff to a High-Sheriff for ſaving harmleſs.

THe Condition,&c. that whereas the above name Sir M.G. Knight, Sheriff of the County of hath aſſigned and deputed the above named R.B. Under-Sheriff: If therefore the ſaid B. N. the abo bound C. R. and G. D. their Heirs, Executors a Adminiſtrators, and every of them, do at all time times hereafter, ſave and keep harmleſs and inde nified, as well the ſaid Sir M.G. his Heirs, Execut adminiſtrators, and aſſigns, and every of them, alſo the lands, tenements, hereditaments, goods chattels of the ſaid Sir M. G. of, for, touching or c cerning the returns, and executions of all ſuch p ceſs, writs and warrants of what nature ſoever t be, as are or ſhall be hereafter directed to the She of the ſaid County of B. and ſhall be brought and livered, or offered to be delivered to the ſaid B. during the term that the ſaid Sir M.G. ſhall be She of the ſaid County: And of and from all iſſues, fi and amerciaments, which ſhall happen to be imp or taxed upon the ſaid Sir M. G, for or concern the not executing, wrongfull executing, or detai in his hands, any writs, proceſs, or warrants; and for and concerning all eſcapes of all and every pe or perſons that ſhall be arreſted or apprehended vertue of any ſuch proceſs, writ or warrant; dur the time that the ſaid Sir M.G. ſhall continue She of the ſaid County of B. And alſo if the ſaid B. C. R. and G. D. their Heirs, Executors and A niſtrators, and every of them, ſhall ſave harm and indemnified the ſaid Sir M. G. and his heirs aſſigns, and his and their lands, goods; and chattel for and concerning all ſuch accompt and accomp

the ſaid Sir M. G. is and ſhall be charged withall, as Sheriff of the ſaid County of B. to our Soveraign Lord the King, his heirs or Succeſſors, in or any of his Majeſties Courts, and of all ſums of money which ſhall be levied or received by the ſaid B. N. as under-Sheriff of the ſaid Sir M. G. or any Bayliff or other perſon by the direction or aſſent of the ſaid B. N. to the uſe of the Kings Majeſty, his Heirs or Succeſſors; That then &c.

A Condition to ſave harmleſs a Surety from a Bond of Arbitrement.

THe Condiion, &c. that if the above bound A. D. his Executors and Adminiſtrators, or any of them, do and ſhall from time to time, and all times hereafter well and ſufficiently ſave and keep harmleſs and indemnified the above named G. M. his heirs, executors and adminiſtrators, and his and their lands, tenements. goods, chattels, and hereditaments, of, for, from and concerning one Obligation bearing date the day of the date above written, wherein the ſaid G. M. at the requeſt of the ſaid A. D. is and ſtanderh bound unto R. M. Gentleman, in the ſum of 100l. with condition thereunder written, that the ſaid A. D. abide the award of W. M. and T. B. Eſquires, Arbitrators, and of and from all actions, ſuits, arreſts, coſts, charges and demands whatſoever, concerning the premiſes, without fraud or coven: That then, &c.

A Condition, if money be not paid at the day, then to ſurrender certain copy-hold Lands, &c.

THe Condition, &c. that if the within bound E. L. do not or ſhall not well and truly pay or cauſe to be paid unto the within named I. P. his executors,

Administrators or assigns, the full sum of, &c. on the, &c. next ensuing the date within written, at, &c. according to a proviso or condition mentioned in a Deed or surrender, bearing date the day of, &c. Then if the said E. L. and A. his wife, do and shall at the next Court to be holden for the Mannor of, &c. lawfully and absolutely surrender into the hands of the Lord of the said Mannor, to the only use and behoof of the said I. P. his heirs and assigns for ever according to the custome of the said Mannor, the said several parcels of Land, with their and every of their appurtenances in the said surrender mentioned. And also, if the said I. P. his heirs or assigns, shall or may peaceably and quietly have, hold and enjoy the said parcels of Land, and every of them, with their and every of their appurtenances so surrendred, as aforesaid, freely and clearly acquitted of and from all & all manner of former and other surrenders, bargains, sales, gifts, grants, troubles and incumbrances whatsoever, and of and from the thirds of the said M. now wife of the said I. P. That then, &c.

A Letter of Attorney, or an assignment to receive and keep money due upon a Bond, wherein is a forfeiture, or nomine pœnæ *upon discharge without consent.*

TO all Christian people, &c. I, W. S. of, &c. send greeting in our Lord God everlasting. Whereas B. S. of, &c. and R. B. of, &c. by one obligation bearing date, &c. *Anno Domini*, 1647. are and stand jointly and severally bound unto the said W. S. in the sum of, &c. With condition thereunder written, for the true delivery of 46 quarters of Rye, as by the said Obligation with condition more at large appeareth. Now know ye, that I the said W. S. as well for and in con-

consideration that the said Obligation was made in the name of me the said W.S. only in trust, and for the use of R.S. &c. as for divers other good causes and considerations me hereunto moving, have given, granted assigned and set over, and by these presents do give, grant, assign and set over, unto the said R.S. his Executors and assigns, as well the said Obligation and sum of, &c. therein mentioned; as also all my right, action and demand to and in the same: Giving, and by these presents, granting unto the said R.S. by vertue hereof, my full and whole power and authority, for me, and in my name, but to the only use of the said R.S. his Executors and assigns, to demand, ask, levy, recover and receive of the said B.S. and R.B. and of either of them, their Executors or assigns, the said sum of, &c. mentioned, and due by the said Obligation and to use all lawfull waies and means for the recovery thereof: and the same so had and received, to detain and keep to his one use and behoof, without any account thereof, or therefore to be rendred. And I the said W.S. do covenant and agree, that for act or acts, thing or things whatsoever by me, or by any other heretofore by my appointment done or committed, or hereafter to be done or committed the said Obligation now is, and hereafter shall stand and continue in full force and effect; and that neither I the said W.S. my Executors or assigns, shall nor will acquit release or otherwise discharge the payment or delivery of 46. quarters of Rye, to the Condition of the said Obligation mentioned, without the special licence, consent and agreement of the said R.S. his executors or assigns, first had and obtained in writing under his or their hand and seal. And to the true performance of all and every the Articles & agreements hereby expressed on the part of me the said W.S. to be done and performed, I binde me, my

heirs, executors and administrators by these presents, in the sum of, &c. (*nomine pœnæ*) to be forfeited and paid unto the said R. S. his, &c. In witness, &c.

A Letter of Attorney to receive rents.

TO all, &c. I, E. D. of, &c. send greetings, &c. Know ye, that I the said E. D. for divers good causes me hereunto moving, and especially for the trust and confidence which I have and do repose in C. K. of, &c. have made, ordained, constituted and invested, and in my place and stead by these presents have put the said C. K. to be my lawfull Atturney, for me & in my name, and to the use and behoof of me the said E. D. my executors, administrators and assigns, to ask, demand, levy, recover and receive of H. G. of, &c. the sum of, &c. for one half years rent of and for the Mannor of B. in the County of, &c. due at the Feast of, &c. last past before the date hereof: Giving, and by these presents granting unto my said Atturney, by vertue hereof, full power and absolute authority, for me, and in my name, and to and for my use, benefit and commodity, to ask levy, recover, receive and demand of the said H. G. his executors, administrators and assigns, the said rent or sum of, &c. due and payable, as aforesaid. And upon the receipt thereof, or any other agreement on that behalfe had and made, for me, and to my use to make, seal and deliver, for me, and in my name, and as my Deed, all and every such acquittance and acquittances, or other discharges, as to the said C. K. shall be thought meet and convenient to be given: And to do, follow, execute and finish for the receipt and recovery thereof, all and every such act and acts, thing and things, devise and devises, as to the said C. K. shall be thought fit and

conveni-

convenient; ratifying, allowing, confirming and approving all and whatsoever my said Atturney shall lawfully do or cause to be done in or about the premisses by these presents. In witnesse, &c.

A letter of Atturney to demise, survey or sell a Manner.

TO all, &c. Know ye, that we the said G. S. and E. M. for divers good causes and considerations us hereunto especially moving, Have made, ordained, constituted, and in our place and stead, put and authorized R. N. and H. B. or either of them, our true, sufficient and lawfull Atturney and Atturneys, for us and in our names, and for the use of us the said G. S. and E. M. to enter into all those the Mannors of W. T. and I. with their rights, members and appurtenances, in the County of C. and in the advowsons of or belonging to them, or any or either of them, and into every part and parcel thereof: and the same Mannors, or either or any of them, for us, and in our names to view and survey; And by these presents, for us, and in our names, do give full power and authority to the said R. N. and H. B. and to either of them, to be our Steward or Stewards of our said Mannors, and either of them, and to keep such Court and Courts of survey, and other Courts-leets, and law-dayes, of and upon the said Mannors, or any of them, as our said Atturneys, or either of them shall appoint, or shall be by them or either of them thought fit: And the same Mannors, and every and any of them, for us and in our names, to bargain, sell, lease or grant to such person and persons, and for such estates, for life or lives, inheritance, or otherwise; and for such sum and sums of money, as to our said Atturneys or either of them, shall be thought meet and requisite, to the uttermost

vermoſt and beſt commodity and profits of us the ſaid G. S. and E. M. and the Deed and Deeds of the ſame grant, and eſtates ſo to be made, for us and in our names, to ſeal, and as our deed or deeds to deliver unto the parties to whom the ſame ſhall be ſo made or to any other to their uſe and uſes, and the counterparts of the ſame, for us & in our names, to accept and receive: And alſo all ſuch fines, and other ſum and ſums of money, as ſhall grow due for the ſame, for us and in our names, and to the uſe of us the ſaid G. S. and E. M. to collect, gather, receive and take, and all ſuch rents, duties, heriots, arrerages of rents, and profits of Courts as are already, or hereafter ſhall be due or payable, for, out, of or concerning the premiſſes, or any of them, to receive: Giving, and by theſe preſents granting to our ſaid Attorneys, and either of them, our full power and lawful authority touching and concerning the premiſſes, to do, execute, proceed and finiſh in all things, in as ample manner and form, to all intents and purpoſes, as we the ſaid G. S. and E. M. or either of us, might or ought to do, if we of either of us, were then and there perſonally preſent: And ratifying and allowing all and whatſoever our ſaid Attorneys or either of them, ſhall do in or about the premiſſes or any of them, according to the true intent and meaning of theſe preſents. In witneſs, &c.

A Letter of Attorney to deliver a Leaſe upon the Land.

TO all, &c. I, I. M. of, &c. Whereas I the ſaid I. M. have ſubſcribed and ſealed one writing, bearing date with theſe preſents, and hereunto annexed, purporting a Demiſe unto W. W. of, &c. of all that the manor of G. with the appurtenances,

in

in the County of Y, and of one Messuage, 300 acres of Land, 100 acres of meadow, 200 acres of Pasture, and 100 acres of Wood, with the appurtenances, in C. aforesaid, now or late in the tenure or occupation of W. C. his assignee or assignees: To have and to hold the said Manor, and all other the premises, unto the said W. W. his Executors, or assigns, for the term of five years under the yearly rent of, &c. as by the said Deed indented may appear. Now know ye, that I the said I. M. for divers good causes and considerations me hereunto especially moving, have made, ordained, constituted and authorized, and in my place and stead by these presents, have nominated and put W. G. of, &c. my true sufficient and lawfull Attorney, for me and in my name, into all that the said Manor of C. and into the said Messuage, 300 acres of Land, 100 acres of meadow, 200 acres of pasture, and 100 acres of Wood, with the appurtenances, and into every or any part or parcel thereof in the name of the whole to enter, and peaceable and quiet possession & seisin thereof, for me, and in my name to take, and for every such possession and seisin thereof, or any part thereof had & taken, as aforesaid for me and in my name, as my act and deed to deliver unto the said W. W. or his certain Attorney upon some part of the aforesaid premises, the said writing or Deed indented, subscribed and sealed, as aforesaid; And all and every other act and thing requisite and necessary to be done in, about or concerning the premises, for me and in my name to do or cause to be done. In witness, &c.

A *Letter of Attorney to keep Court.*

KNow all men by these presents, that we P. L. and H. S. of, &c. do hereby authorize, constitute & appoint G. C. of, &c. Gent. our lawful Deputy & Attorney, for

for us, & in our names to appoint a Steward & Bayliff of and for our Mannors of B. and H. and by himself or his ſufficient Deputy, to and for our uſe to keep Courts within the ſaid Mannors, or either of them, and to give admittance upon alienation or death, and to take and receive Atturnments of all and every the Tenants thereof; and to and for our uſe, to Aſſeſs fines upon ſuch admittances, and for us, and in our names, and to our uſe, to receive the ſaid fines: and alſo ſuch Heriots as ſhall be due upon ſuch death or alienation, & likewiſe to receive all rents and arrerages of rents, and alſo all amerciaments, perquiſites and profits, that ſhall ariſe or grow due to us, or any of the ſaid Courts. We do alſo further authorize and appoint the ſaid G.C. to gather, take up and ſeize to our uſe, all wayfs, eſtrays, deodans; out-laws and felons-goods, which ſhall happen to ariſe, be due or fall within the ſaid Mannors, or either of them. Given under our hands and ſeals the, &c. in the &c.

A Letter of Atturney to take poſſeſſion of Lands newly purchaſed.

BE it known unto all men by theſe preſents, that I, I. H. Citizen, &c. have made, ordained, conſtituted, authorized and appointed, and by theſe preſents do make, ordain conſtitute, authorize and appoint, and in my ſtead and place by theſe preſents, put T. C. of &c. my true, ſufficient and lawfull Atturney, for me and to my uſe, to take and receive peaceable and quiet poſſeſſion and ſeiſin of, and in all that Meſſuage or Tenement, and all and ſingular the lands and premiſes thereunto belonging, with the rights, members and appurtenances, ſituate, lying and being in, &c. lately bargained and ſold by B. P. unto me the ſaid I. H. and the ſame poſſeſſion ſo had

and

and taken, to detain and keep to the only uſe, and behoof of me the ſaid I. H. my heirs and aſſigns, according to the tenor and true meaning of the Indenture, whereby the ſaid premiſes are conveyed unto me; ratifying, allowing and confirming all and whatſoever my ſaid Atturney ſhall lawfully do, or cauſe to be done, in or about the premiſes, by theſe preſents. In witneſs, &c.

A Letter of Atturney, for a Steward of a Mannor to receive rents, with authority to impound and diſtrain.

TO all, &c. I, G. K. of, &c. ſend greeting in our Lord God everlaſting. Know ye, that I the ſaid G. K. for and conſideration of the ſpeciall truſt and confidence which I have and do repoſe in my well beloved Friend C. P. of, &c. Gent. have made, ordained, conſtituted, authoriſed and appointed the ſaid C. P. my true, ſufficient and lawful Atturney, for me, and in my name, ſtead and place, to the only proper uſe and behoof of me the ſaid G. K. my Executors and Adminiſtrators, to collect, gather, demand and receive, of all, every or any my Tenants or Farmers, of all, every or any my Lordſhips, Mannors, Lands, Tenements, and Hereditaments whatſoever, in the County of G. all and every ſuch ſumme and ſummes of money, rents, arrerages of rents, amerciaments, heriots, fines, iſſues, and profits, whatſoever as ſhall any wiſe grow due, accrew, be iſſuing or payable unto me the ſaid G. K. out of all or any my ſaid Lordſhips, Mannors, Lands, Tenements, and Hereditaments: And upon the receipt of all, every, or any ſuch ſum or ſums of money, rents and profits, for me and in my name, to make and give acquittances, or any ſufficient diſcharges to any of my ſaid Tenants

Tenants or Farmers, requiring the ſame. And the ſame ſum and ſums of money, rents, iſſues and profits ſo had and received, to pay and deliver to me the ſaid G. K. my Executors, adminiſtrators and aſſigns, and to be accomptable unto me the ſaid G.K. my Executors and adminiſtrators, from time to time, for all, every or any the ſaid ſum or ſums of money, ſo as aforeſaid, by the ſaid C.P. had, taken and received, at the feaſt of Saint *Michael* the Archangel next enſuing the date hereof, or before the end of *Candlemas* Term then next enſuing; and at the feaſt of the *Annuntiation* of the bleſſed Lady Saint *Mary* the Virgin then next following; or before the end and expiration of *Trinity* Term then next enſuing; and ſo from time to time, at the Feaſts and daies before prefixed, to give and make a true account or accounts to me, during the continuance of the power to him given and granted, as aforeſaid. And further, I do by theſe preſents give full power & authority to my ſaid Atturney; at any time hereafter, to elect and chuſe ſome one ſufficient and able perſon to be Steward of my Courts of my ſaid Mannors, &c. and alſo to place and diſplace, at his Will and pleaſure, upon juſt occaſion, any Bayliff or orher Officer or Officers whatſoever, as occaſion ſhall require: and alſo giving, and by theſe preſents granting unto my ſaid Atturney, full power and lawfull anthority, for me and in my name ſtead and place, and to my uſe, as aforeſaid, for non-payment of all, every or any my ſaid rents, arrerages of rents, iſſues, amerciaments and profits, to diſtrein, impound, arreſt, ſue, implead and impriſon all, every or any my ſaid Tenants or Farmers, which ſhall refuſe to pay my ſaid Atturney, all or any ſuch ſum and ſums of money, rents, iſſues and profits, by them or any of them, reſpectively due and payable unto me as aforeſaid; and the ſame perſons again to diſcharge,

acqui

acquit and releaſe of and from the ſame, at his will and pleaſure. And further, to do, or cauſe, or procure to be done, in and about the premiſſes, all and whatſoever to the ſaid C. P. ſhall ſeem requiſite and needfull to be done, as effectually, as if I my ſelf were then and there perſonally preſent. And which, &c. ſo to be done, I do hereby covenant and grant, for me, my Heirs, &c. to juſtifie, averre and maintain, as fully and perfectly, to all intents, conſtructions and purpoſes, as though the ſame were actually done by my ſelf. In witneſs, &c.

A Warranty of Attorney to confeſs a judgement.

WHereas K. B. Widow, of, &c. Executrix of the laſt Will and Teſtament of I. B. Eſquire, hath ſued out of the high Court of *Chancery* an Original Writ of debt for two hundred pound, againſt me T. E. and I. W. of, &c. Eſquire, and Sir R. B. of, &c. Knight, my ſureties, returnable this Trinity Term in the Court of Common Pleas at *Weſtminſter*: Theſe are therefore to require you to appear for me and my ſureties, and to make Declarations for us the ſaid T. H. I. W. and Sir R. B. at the ſuit of the ſaid K. B. and thereupon to confeſs a Judgement, either by *non ſum informat. nihil dicit*, or otherwiſe, as you ſhall think fitting, and this ſhall be your ſufficient warrant in that behalf, In Witneſs, &c.

A Warrant to acknowledge Satisfaction.

Mr. *T. W.*

WHereas in *Trinity* Term in the twentieth year of the Reign of our Soveraign Lord King *Charles* over *England*, &c. there was a Judgement had and obtained, in his Majeſties Court of *Common-Pleas*

Plea at *Weſtminſter*, againſt A. P. of, &c. for, &c. debt, and, &c. damages and coſts, at the ſuit of, &c. Theſe are to require you to acknowledge ſatisfaction upon the ſaid judgement, and this ſhall be your ſufficient warrant for the ſame. In witneſs &c.

Another Warrant to acknowledge ſatisfaction.

Mr. *T. F.*

WHereas I heretofore retained you my Attorney, in his Majeſties Court of Kings Bench at *Weſtminſter*, to ſue, charge and implead R. E. upon ſeveral actions, and a *Habeas Corpus* depending againſt him, and whereas you thereupon further proceeded by my direction, to the recovery and entry of four ſeveral Judgments, the one of 50 l. debt, and 7. l. 10. s. and 8. d. damages, another, &c. another, &c. and the other, &c. for that I have received full ſatisfaction from the ſaid R. E. for and concerning all thoſe actions, and ſeveral executions by you in my behalf obtained and entred againſt him, by force whereof he remains priſoner in the cuſtody of the Marſhal of his Majeſties ſaid Court: theſe are therefore to will and require you to diſcharge thoſe ſeveral actions by ſearch or otherwiſe, out of the entry-book of the Marſhal of that Court, or other declarations remaining on file there: And further I do hereby direct and authorize you to acknowledge ſatisfaction upon Record, upon the ſeveral judgments above ſpecified, and all other judgements chargeable againſt him for my ſatisfaction, and ſo to releaſe his perſon out of the Marſhals cuſtody, from all cauſes touching me; And for the doing thereof, this ſhall be your ſufficient warrant and diſcharge, In witneſs, &c.

An assignment of an Annuity.

TO all &c. T. D. of &c. sendeth greeting: Whereas T. C. of &c. late of &c. Uncle to the said T. D. party to these presents, in and by one Indenture bearing date, &c. and in the &c. made between the said T. Uncle of the one party, and B. E. and B. C. Gentleman of the other party, purporting certain uses as in the said Indenture is limitted and expressed, did give and grant unto the said T. D. party to these presents, one annuity or yearly payment of &c. *per annum*, for and during the natural life of the said T. D. party to these presents, to be issuing and going out of the Messuages, Lands, Tenements, &c. of the said T. D. the Uncle, scituate, lying and being in &c. to begin to be paid yearly to the said T. D. party to these presents, from and after the decease of A. D. late wife of the said T. D. the Uncle, as by the same Indenture amongst divers other things therein contained, more at large appeareth, And whereas the said A. D. is since deceased; Now know ye, That the said T. D. party to these presents, for and in consideration of the sum of &c. to him in hand at and before the ensealing and delivery of these presents, by W. P. of, &c. well and truly paid, whereof, and wherewith he doth acknowledge himself fully satisfied, contented and paid by these presents, and for divers other, &c. hath given, granted, bargained, sold, assigned and set over; and by these presents doth fully absolutely give, grant, bargain, sell, assign and set over unto the said W. P. his executors, administrators or assigns, as well the said annuity or yearly payment of, &c. as also all the estate, right, title, interest, property, claim and demand whatsoever, which he the said T. D. party

to these presents, now hath or may; can, might, should or ought to have or claim of, in or to the said annuity or yearly payment of &c. To have, hold, perceive, receive, take and enjoy the said annuity or yearly payment of &c. thro the said W. P. his executors, administrators and assigns, from the day of the date of these presents, for and during the natural life of the said T. D. party to these presents, in such like, and in as large & ample manner and form to all intents and purposes, as the said T. D. party to these presents, now hath, may, might, should, could or or ought to have and enjoy the same, by force and vertue of the said Indenture of uses, or any thing therein contained, or otherwise; And the said T. D. party to these presents, for him, his executors, administrators and assigns, doth covenant, promise and grant, to and with the said W. P. his executors, administrators and assigns by these presents, in manner and form following; That is to say, That he the said T. D. party to these presents now hath full power and lawfull authority, to give, grant, bargain, and sell the said annuity or yearly rent of, &c. in manner and form aforesaid. And that neither he the said T. D. party to these presents, nor any other person or persons by his appointment, or with his consent, hath heretofore made any former bargain, sale, gift, grant, assignment, surrender, extinguishment, charge or incumbrance of the said annuity or yearly payment of &c. or any part thereof; Nor that he the said T. D. party to these presents, nor any other, by, from or under him, or with his consent, hereafter at any time shall do or commit, or suffer to be done or committed, any act, deed or thing whatsoever, whereby the said W. P. his executors, administrators, or assignes, shall or may be letted or hindred, of or in the having, receiving and enjoy-

ing of the said annuity, or of any part thereof. And that the said W. P. his executors, administrators, and assigns, shall or may, from time to time, and at all times from henceforth, for and during the natural life of the said T. D. party to these presents, lawfully peaceably and quietly have, hold, receive, perceive, take and enjoy the said annuity, or yearly payment, &c. and every part and parcel thereof, to the only use and behoof of the said W. P. his executors, administrators and assigns, without the let, suit, trouble, interruption or disturbance of him the said T. D. party to these presents, or any other person or persons, by his act, means, title or procurement. And further that the said T. D. party to these presents, shall and will from time to time and at all times hereafter, at the reasonable request, costs, and charge in the Law of the said W. P. his executors, administrators or assignes, do, cause, procure, or suffer to be done all such further act and acts, thing and things, devise & devises in the Law whatsoever, for the further assuring of the premises to the said W. P. his executors, administrators and assignes, for and during the natural life of the said T. D. party to these presents; as by the said W. P. his executors, administrators or assignes, or by his or their Counsel learned in the Law shall be reasonably devised or advised and required. In witness, &c.

An Indenture for sueing forth a writ of Entry of a Manor, to the intent a Recovery may be had.

THis Indenture tripartite made the &c. between H. E. of &c. of the first part, W. G. of &c. of the second part, and A. B. and C. D. of &c. of the third part, Witnesseth, that it is covenanted, granted, concluded, condescended unto, and fully agreed upon, by and

between the said parties to these presents: And the said H. E. doth for himself, his heirs, &c. covenant, &c. that he the said E. or his &c. before the Feast of, &c. at the proper costs and charges in the Law of the said W. G. his heirs or assigns, shall permit and suffer the said A. B. and C. D. to bring and sue forth out of his Majesties high Court of *Chancery* one Writ of Entry *sur disseisin en le post*, against the said W. G. returnable before the Justices of the Common pleas at *Westminster*, at a certain day before the said Feast of, &c. by which Writ the said A. B. and C. D. shall demand against the said W. G. all that the Mannor of &c. by the name of &c. or by any other name or names whatsoever, whereunto the said W. G. shall appear before the said Justices, at the said day of return, to be contained in the said Writ in his own proper person, or by his Atturney sufficiently authorized by the Law for the same, upon which appearance the said A. B. and C. D. shall declare against the said W. G. according to the nature of the said Writ, and that he the said H. E. shall permit and suffer the said W. G. to make defence, and vouch over to warranty the said H. E. and the same E. by himself or his Atturney, sufficiently authorized by Law for the same, shall vouch over to warranty, the common vouchee, and thereupon imparl, and after the same imparlance in the same Term, shall make default and depart in contempt of the Court, to the intent a perfect recovery and Judgement in the said Court, may be had against the said H. E. of the said Mannor and Lands, and all other the premises according to the course of common recoveries in such cases used: and further that the said recovery and execution thereupon so as aforesaid, to be had and pursued by the said A. B. and C. D. shall be to the only use and behoof of the said W. G. and

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of his heirs and assignes, and to no other use, intent or purpose whatsoever (A Covenant for incumbrances) In witnesse, &c.

A revocation of a protection during the Parliament time.

WHereas I the Right Honourable I. Earl of R. granted a protection under my hand and seal, unto C. R. Esquire, bearing date on or about the, &c. last past, to endure for the time of this present Parliament: Now these presents witness, that for divers good causes and considerations, me moving, I do hereby revoke; disanull and make void the said protection, to all intents and purposes whatsoever, so as the said C. R. shall not from henceforth have any benefit, priviledge or advantage thereby, but be therefore and therefrom utterly debarred and excluded for ever by these presents. In witnesse, &c.

A Bargain and Sale of Trees.

THis Indenture made &c. between A. B. of &c. and T. H. of &c. of the one part, and G. F. of &c. of the other part, witnesseth, that the said A. B. and T. H. for and in consideration of, &c. to them in hand paid, before the sealing and delivery of these presents, the receipt thereof &c. have bargained and sold unto the said T. F. one hundred trees of Oake, to be taken and chosen by the said T. F. his executors or assignes, within, amongst, and out of the woods and Trees, standing and growing within the Park of S. in the County of &c. or in or upon the banks or bounds of the said Park (all such trees as now are already felled or marked) alwayes, excepted out to

this present bargain and sale: And the said A. B. and T. H. do, &c. to and with &c. that it shall and may be lawfull to and for the said T. F. his Executors and assigns, at seasonable times in the year, at his and their free liberty, wills and pleasures before the Feast of &c. to fell, cut down, take and carry away the said Trees: before by these presents, bargained and sold, and every of them, so that the said T. F. his executors and assigns, at his and their or any of their proper costs and charges, do from time to time, make up and repair all such breaches and hurts as he or they shall commit or do, or cause to be committed or done in any of the hedges, pales, or ditches of or belonging to the said Park, or any the grounds thereunto belonging or adjoyning, for or by reason of the felling, cutting down, carting or carrying away of the said Trees, or any of them, and so that all the said trees, and every of them, before bargained and sold, be carryed and rid off, from and out of the said Parks, and bounds thereof, before the said Feast of &c. And the said A. B. and T. H. all the said trees, before bargained and sold to the said T. F. in manner and form as aforesaid against all men, at all times, shall warrant and for ever defend. And it is further agreed and declared between the said parties, that all such and so many of the said trees before mentioned, bargained and sold, as shall remain, and not be carryed away out of the said Park and bounds thereof, before the said Term of, &c. shall from thenceforth remain and be to the only use of the said A. B. and T. H. their executors and assigns, any thing before mentioned to the contrary in any wise notwithstanding, *In witnesse, &c.*

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An Indenture of Leaſe of a Houſe and Lands in the Country.

THis Indenture made, &c. between A. B. of &c. of the one party, and C. D. of, &c. of the other party, witneſſeth that the ſaid A. B. for and in conſideration of the rents and covenants hereafter in and by theſe preſents reſerved and contained, which on the part and behalf of the ſaid C. D. are and ought to be paid, done, performed, fulfilled and kept: Hath demiſed, granted, betaken and to farm-letten, and by theſe preſents doth demiſe, grant, betake and to farm-let unto the ſaid C. D. all that Meſſuage or Tenement &c. And alſo that cloſe of Meadow-ground, called, &c. and all that, &c. Which ſaid premiſſes now are in the tenure or occupation of the ſaid C. D. or his aſſigns, ſituate, lying and being in the ſaid Pariſh of, &c. Except and alwaies reſerved out of this preſent Demiſe and Grant, all trees, woods and underwoods, now ſtanding, growing or being, or which hereafter ſhall ſtand, grow or be in or upon the ſame premiſſes: and free liberty of ingreſs, egreſs, regreſs, way and paſſage to and for the ſaid A. B. his heirs and aſſigns, and his and their workmen and ſervants, at any ſeaſonable time or times in the year, to come in and upon the demiſed premiſes and every or any part thereof, to fell, cut down, lop and top the ſame trees, and every or any of them: And the ſame trees, lops and tops, with carts and carriages to take, load, bear and drive away, at his and their wills and pleaſures. To have and to hold the ſaid Meſſuage or Tenement, Cloſe of Meadow, and, &c. and all and ſingular other the before-mentioned premiſſes to be demiſed, with the appurtenances (except before excepted) unto the ſaid C. D. his, &c. from

the Feaſt of Saint *Michael* the Archangel laſt paſt, before the date of theſe preſents, for and during, and unto the full end and term of twenty and one years from thence next enſuing, fully to be compleat and ended: Yielding and paying therefore yearly and every year, during the ſaid term of one and twenty years, to the ſaid A.B. his, &c. at or in &c. the yearly rent or ſum of, &c. at two of the moſt uſual Feaſts or Terms of payment in the year, that is to ſay, the Feaſt of &c. by even and equal portions. And the ſaid C. D. for himſelf, his, &c. that he the ſaid C.D. his, &c. or ſome of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid A. B. his, &c. at or in, &c. the ſaid yearly rent of, &c. during the ſaid Term of, &c. on the Feaſt aforeſaid, or within fifteen daies next enſuing either of the ſaid Feaſts by even and equal portions, in manner and form aforeſaid; And that he the ſaid C. D. his, &c. or ſome of them, at his and their own proper coſts and charges, ſhall and will from time to time, and at all times hereafter when and as often as need ſhall require, during the continuance of this preſent Demiſe, Well and ſufficiently repair, ſupport, maintain, uphold, hedge, ditch, ſcoure, fence, amend and keep the ſaid capital Meſſuage or Tenement, and all and ſingular the before mentioned to be demiſed premiſes, and every part and parcel thereof, in, by and with all and all manner of needful and neceſſary reparations, paling, hedging, ditching, fencing, and amending whatſoever (principall timber only excepted:) and the ſaid Meſſuage or Tenement, and all and ſingular other the before mentioned to be demiſed premiſes with the appurtenances, being ſo well and ſufficiently repaired ſupported, maintained, upholden, ditched, hedged, fenced, amended and kept together; with ſuch houſhold-ſtuffe, and appurtenances of houſhold, as are mentioned

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in a Schedule hereunto annexed, in as good caſe and plight, as the ſame now are (reaſonably wearing onely excepted) in the end of the ſaid term of one and twenty years, or other ſooner determination of this preſent Leaſe, ſhall and will peaceably and quietly leave, ſurrender and yield up the ſame unto the ſaid A. B. &c. And alſo that it ſhall and may be lawfull to and for the ſaid A. B. his, &c. with workmen and others in his or their company, or without, twice in every year yearly, during the ſaid Term, or oftner, to come into and upon the before demiſed premiſes, and every or any part thereof, there to view, ſearch and ſee the eſtate and condition of the reparations of the ſame. And upon every ſuch view or ſearch, to give, or leave notice in writing, at the ſaid demiſed Meſſuage, to or for the ſaid C.D. his, &c. of all defaults and lacks of reparations, then and there found, to repair and amend the ſame, within ſix moneths, after ſuch view made, and notice given, as aforeſaid, Within which time and ſpace of ſix moneths, he the ſaid C.D. &c. doth covenant, promiſe and grant to and with the ſaid A.B. his heirs and aſſigns, by theſe preſents, well and ſufficiently to repair and amend the ſame. And further the ſaid C, D. for himſelf, his, &c. that he the ſaid C.D. his, &c. ſhall and will from time to time, and at all times during the continuance of this preſent Demiſe, pay, bear, diſcharge and diſburſe all ſuch Tythes, Church duties taxes, ſubſidies, and other payments whatſoever, wherewith the ſame premiſes, and every or any part thereof, ſhall or may be charged or lyable to pay, during the ſaid Term (except the quit-rent due for the ſaid Meſſuage to the Lord of the Mannor of Harrow) and thereof ſhall and will acquit and diſcharge the ſaid A. B. his, &c. and alſo the ſaid demiſed Meſſuage and premiſes, and every part and parcel thereof, And

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alſo that he the ſaid C.D. his, &c. ſhall and will well and truly pay, or cauſe to be paid unto the ſaid A. B. his, &c. the full ſum of 10. l. of, &c. over and above the ſaid yearly rent of, &c. for every or any acre or acres of Land, that ſhall be at any time or times hereafter, during the continuance of this preſent Demiſe, ploughed, digged, broken up or carried in the ſaid Cloſes, called, &c. or any of them, or in any other of the ſaid Cloſes not heretofore digged ploughed or broken up; and ſo proportionable, according to the rate of ten pounds every acre of Land; and according to the rate, for every acre or part or parcel of an acre of Land for every time, every or any acre or acres, part or parcel of acre or acres, ſhall be ſo ploughed, digged or broken up and carried in any of the ſaid Cloſes, the ſame to be paid unto the ſaid C.D. his &c. at ſuch daies and times as the yearly rent hereby is reſerved and appointed to be paid, according to the true intent and meaning of theſe preſents. And further, that neither the ſaid C. D. his executors, adminiſtrators or aſſigns, ſhall or will at any time or times, during the continuance of this preſent Demiſe, fell, cut down, lop or top any of the timber trees or any other trees, now ſtanding, growing or being, or which hereafter ſhall ſtand, grow, or be in or upon the ſaid demiſed premiſſes or any part thereof, without the good will and licence of the ſaid A.B. his, &c. in that behalf firſt had and obtained in writing under his or their hands and ſeals; nor ſhall demiſe, grant, let, ſet, ſell, aſſign and ſet over the ſaid demiſed Meſſuages, and other the premiſſes, or any part thereof, or his or their eſtate or terms of years, or any part thereof, of, in or to the ſame premiſſes, during the term by theſe preſents granted, to any perſon or perſons whatſoever, except it be by and with the conſent and agreement of the ſaid A.B

his

his &c. in that behalf firſt had & obtained in writing, under his or their hands and ſeals. Provided alwayes and it is covenanted, granted, concluded and fully agreed upon by and between the ſaid parties to theſe preſents, that if the ſaid A.B. his &c. or any of them, ſhall at any time or times hereafter, during the ſaid term of 21 years, be minded & deſirous to have again, reſume & take the ſaid Meſſuage or Tenement, and all and ſingular other the before demiſed premiſes, with the appurtenances, into his or their hands and poſſeſſion, before the expiration of this preſent Leaſe: And of ſuch his or their deſire, to give notice in writing unto the ſaid C.D. his &c. at any of the days or times of payment, wherein or whereat the ſaid yearly rent hereby reſerved is appointed to be paid: That then the ſaid yearly rent ſhall determine at the end of one whole year next after ſuch notice given, to have again the ſaid Meſſuage and all other the before demiſed premiſes: And that then alſo at the next Feaſt or time of payment, which ſhall be one whole year next enſuing ſuch notice or warning given, as aforeſaid. And from thenceforth this preſent Indenture of Leaſe, and every Covenant, Article and Agreement herein contained, ſhall ceaſe, determine, and be utterly void, and of none effect, as if theſe preſents had never been had or made, And that then and from thenceforth, and at any time or times then afterwards, it ſhall and may be lawfull to and for the ſaid A. B. his &c. into all and ſingular the before demiſed premiſes, and every part thereof, wholly to re-enter, and the ſame to have again, re-poſſeſſe and enjoy, as in his or their firſt and former eſtate, any thing in theſe preſents contained to the contrary thereof, in any wiſe notwithſtanding. And the ſaid A.B. doth for himſelf, his &c. covenant promiſe and grant to and with the ſaid C. D. his &c. and every of them

them by these presents, that if the said C. D. his &c. or any of them, shall at any time or times hereafter during the time and term by these presents granted, desire to depart from the said Messuage or Tenement, and premises hereby demised, and to surrender and yield up the same premises unto the said A.B. his, &c. and of such his or their desire, doe give warning in writing under his or their hands to the said A. B. his &c. at the house of the said A.B. at any of the Feasts or days of payment aforesaid, one whole year before he or they shall depart from the premises: and doe and shall accordingly surrender and yield up the said premises unto the said A.B. his &c. well and sufficiently repaired, hedged, ditched, amended, paled and fenced as the same ought to be; together with the said implements of houshold, according to the true meaning of these presents, that then upon such warning given and surrendred, or other assurance made of the premises as aforesaid, he the said A. B. his, &c. shall and will accept the same, and take into their hands and possession, the said Capital Messuage or Tenement, & all other the premises with their appurtenances, according to the true intent and meaning of these presents. Provided also, if it shall happen the said yearly rent, or sum of, &c. or any part thereof to be behind and unpaid, in part or in all by the space of ten days, next over or after any of the Feasts or days of payment aforesaid, wherein the same ought to be paid as aforesaid, being lawfully demanded, or if the said C. D. his &c. do not well and truly observe, perform, fulfill, pay and keep all and every the Covenants, Articles, payments and agreements in these presents contained, which on his and their parts are, and ought to be observed, performed, paid, done, fulfilled and kept, that then in any of the said cases; and from thenceforth at any time after, it shall and

may

may be lawfull to and for the ſaid A. B. his, &c. into the ſaid capital Meſſuage or Tenement, and all and ſingular other the premiſes, with the appurtenances, and every part thereof wholly to re-enter, and the ſame to have again, retain, re-poſſeſſe, and re-enjoy as in his and their firſt and former eſtate, and the ſaid C. D. his &c. thereout, and from thence utterly to expell, put and amove, this Indenture or any thing herein contained to the contrary thereof; in any wiſe notwithſtanding. And laſtly, the ſaid A. E. for himſelf his, &c. that he the ſaid C. D. his &c. and every of them, paying the ſaid yearly rent of &c. and paying, doing & performing the covenants payments, proviſoes and agreements in theſe preſents mentioned, which on his and their parts are or ought to be paid done, performed and kept, according to the true intent and meaning of theſe preſents, ſhall or may lawfully, peaceably and quietly have, hold uſe, occupy, poſſeſſe and enjoy the ſaid Meſſuage or Tenement, and all other the premiſes before by theſe preſents demiſed (except before excepted) for and during all the ſaid term of 21 years before granted without any lawfull let, ſute, trouble, denial eviction, interruption, or diſturbance of the ſaid A. B. his heirs, executors, adminiſtrators or aſſigns, or any of them, or any other perſon or perſons whatſoever, lawfully claiming by, from, or under him, them, or any of them. In witneſſe, &c.

An abſolute bargain and Sale of a Houſe and Land.

THis Indenture made &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Witneſſeth, that the ſaid A. B. for and in conſideration of the ſum of &c. to him in hand, at & before

before the ſealing and delivery of theſe preſents, by the ſaid C. D. well and truly paid, the receipt whereof he the ſaid A. B. doth hereby acknowledge, and himſelf therewith fully ſatisfied and paid, and thereof, and of every part and parcel thereof, doth clearly acquit, exonerate and diſcharge the ſaid C. D. his heirs, executors and adminiſtrators for ever, by theſe preſents hath given, granted, aliened, bargained, ſold, enfeoffed and confirmed, and by theſe preſents doth fully, clearly and abſolutely give, grant, bargain, ſell, alien, enfeoffe and confirm unto the ſaid C. D. his heirs, and aſſigns for ever, all that the &c. with all and ſingular its rights, members, juriſdictions and appurtenances, together with all houſes, edifices, buildings, Barns, Stables, Orchards, Gardens, Yards, Backſides, Eaſements, Lands, Tenements, Meadows, Feedings, Paſtures, Woods, Under-woods, Wayes, Eaſements, Profits, Commodities, Common of Paſture, hereditaments and appurtenances whatſoever, to the ſaid Meſſuage or Tenement and premiſes, or to any part or parcel of them belonging, or in any wiſe appertaining; all which ſaid Meſſuage, Lands, Tenements, Feedings, Paſtures, Cloſes and Hereditaments, with their and every of their rights, members and appurtenances whatſoever, before, in and by theſe preſents mentioned or intended to be granted, are ſituate, lying and being within the Township of H. aforeſaid in the ſaid County of &c. and now or late in the tenure or occupation of the ſaid A. B. or of his aſſignee or aſſignees, and the reverſion and reverſions, remainder and remainders, of all and ſingular the before mentioned premiſes, and all rent and rents reſerved upon any grant and grants, demiſe and demiſes made of the premiſes, or of any part or parcel of them; And alſo all the eſtate, right, title, intereſt, uſe, poſſeſſion, property, claim and demand whatſoever

ſoever of him the ſaid A. B. of, in or to the ſame, and all deeds, writings, evidences, charters, tranſcripts of Fines, Court-Roles, eſcripts and minuments whatſoever, touching or concerning the premiſes, or any part or parcel of them, To have and to hold the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes hereby granted, bargained and ſold, or mentioned to be herein or hereby granted, bargained and ſold, with their, and every of their rights, members and appurtenances whatſoever, unto the ſaid C. D. his heirs and aſſignes, to the only proper uſe and behoof of the ſaid C. D. his heirs and aſſigns for ever. And the ſaid A. B. for himſelf and his heirs, &c. the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes before granted, bargained and ſold, with the appurtenances, unto the ſaid C. D. and his heirs, to the only proper uſe and behoof of the ſaid C. D. his heirs and aſſigns for ever, againſt him the ſaid A. B. his heirs and aſſigns, and all and every other perſon and perſons whatſoever, lawfully claiming by, from or under him, them or any of them, ſhall and will warrant, and for ever defend by theſe preſents: And the ſaid A. B. for himſelf, his heirs, executors and adminiſtrators, do covenant, promiſe, grant and agree, to and with the ſaid C. D. his heirs and aſſigns, and every of them, by theſe preſents, in manner and form following, that is to ſay; That he the ſaid A. B. at the time of the enſealing and delivery of theſe preſents, is, and until a good, pure, perfect, and abſolute eſtate of Inheritance, of all and ſingular the before granted premiſſes, and every part thereof ſhall be fully veſted, ſetled and executed, in and upon the ſaid C. D. and his heirs, according to the true meaning of theſe preſents, ſhall remain, continue, and be ſeized of, and in the ſaid Meſſuage or Tenement, and all and

ſingular

ſingular other the premiſes, in and by theſe preſents granted, bargained and ſold, with all and every their rights, members and appurtenances, of a good, pure, perfect, and abſolute eſtate of inheritance, in Fee-ſimple, without any condition, reverſion, remainder or limitation of any uſe or uſes, eſtate or eſtates, in or to any perſon or perſons whatſoever, to alter, change, defeat, determine or make void the ſame. And that the ſaid A. B, at the time of the enſealing and delivery of theſe preſents, hath full power, good right, and lawful authority, to grant, bargain, ſell, and convey all and ſingular the before hereby granted or mentioned to be granted premiſes, with their and every of their appurtenances, unto the ſaid C. D. his heirs and aſſigns in manner and form aforeſaid. And that he the ſaid C. D. his heirs and aſſigns and every of them, ſhall or may by force and vertue of theſe preſents, from time to time and at all times for ever hereafter, lawfully, peaceably and quietly, have, hold, uſe, occupy, poſſeſſe and enjoy the ſaid Meſſuage or Tenement, and all and ſingular the before granted premiſes, with their and every of their rights members and appurtenances, and have receive and take the rents, iſſues and profits thereof, to his and their own proper uſe and behoof for ever, without any lawfull let, ſuite, trouble, denial interruption, eviction or diſturbance of the ſaid A. B. his heirs or aſſigns, or of any other perſon or perſons whatſoever, lawfully claiming by, from or under him, them, or any of them, or by his or their means, act, conſent, title, intereſt: privity or procurement. And that free and clear, and freely and clearly acquited, exonerated and diſcharged or otherwiſe from time to time, well and ſufficiently ſarved and kept harmleſſe by the ſaid A. B. his heirs executors or adminiſtrators, of and from all and all

manner

manner of former and other gifts, grants, bargains, ſales, leaſes, morgages, joyntures, dowers, title of dower, ſtatute Merchant and of the ſtaple recognizances, extents, judgements, executions, uſes, entails, rents and arrerages of rents, forfeitures, fines, iſſues and amerciaments, and of and from all and ſingular other titles, troubles, charges, demands and incumbrances whatſoever, had, made, committted, ſuffered, omitted or done by the ſaid A. B. his Heirs, or aſſigns, or by any other perſon or perſons whatſoever, lawfully claiming by, from or under him, them or any of them, or by, from or under his or their means, act, conſent, title, intereſt, privity or procurement (the rents and ſerviſes which from henceforth from time to time, for or in reſpect of the premiſes, which ſhall grow due and payable to the chief Lord or Lords of the fee or fees of the premiſes only excepted and foreprized.) And furthet, the ſaid A. B. for himſelf, his heirs, executors and adminiſtrators, doth &c. that he the ſaid A. B. his heirs and aſſigns, and all and every other perſon and perſons, and their heirs lawfully having or claiming, or rightfully pretending to have, or which hereafter ſhall or may lawfully have or claim, or rightfully pretend to have any eſtate, right, title, intereſt or demand, into or out of the premiſes, or any part or parcell of them, by from or under the ſaid A. B. his heirs or aſſigns; ſhall and will from time to time, and at all times, for and during the ſpace of ſeven years next enſuing the date of theſe preſents, at and upon the reaſonable requeſt. and at the coſts and charges in the Law of the ſaid C. D. his heirs or aſſigns, make, do, perform, acknowledge, levy, execute and ſuffer; or cauſe to be made, done, performed, knowledged, levied, executed and ſuffered all and every ſuch further lawfull and reaſonable act and acts, thing

and things, devise and devises, assurance and assurances, and conveyances in the Law, whatsoever for the further, better and more perfect assurance, surety, sure-making and conveying of all and singular the before hereby granted, or mentioned to be granted premises, with their and every of their rights, members, and appurtenances, unto the said C. D. his, &c. be it by fine or fines, feoffment or feoffments, deed or deeds, enrolled or not enrolled, the enrolment of these presents, recovery or recoveries, with single or double Voucher or Vouchers, release or confirmation, or by all and every or any the waies or means aforesaid, or by any other waies or means whatsoever, as by the said C. D. his, &c. or by his or their Council learned in the laws shall be reasonably devised, advised or required, so as the said A. B. his, &c. or such other person or persons who shall be required to make such further assurance, be not compelled or compellable to travel further than the Cities of *London* and *Westminster*, or either of them, in or about the making thereof. And lastly, it is covenanted, granted, concluded, condescended unto, and fully agreed upon, by and between the said parties to these presents, for them, their heirs and assigns by these presents, that all fines, feoffments, recoveries and assurances in the Law whatsoever, had, made, levied, knowledged, suffered or done, or hereafter to be had, made, knowledged, suffered, levied or done, by or between the said parties to these presents, or any of them, of, for, touching or concerning the said Messuage or Tenement, and all and singular other the before hereby granted premises, with their rights, members and appurtenances, and every or any part thereof, shall be and enure, and shall be construed, esteemed, adjudged and taken to be and inure, to the only proper use and behoof of the said C. D. his, &c.

&c. for ever, and to none other uſe, intent or purpoſe whatſoever. In witneſs, &c.

A Conveyance of a Mannor and Lands, in conſideration of a Marriage, &c.

THis Indenture made &c. between I. M. of, &c. of the one part, and E. F. of, &c. and G. M. of &c. of the other part, Witneſſeth: That for the preferment and advancement of P. M. naturall Sonne of him the ſaid I. M. and of the heirs males of the ſaid P. M. and for and in conſideration of the great fatherly love and naturall affection, which he the ſaid I. M. beareth to the ſaid P. M. his Sonne, and to the intent and purpoſe that the Mannor, Lands and Tenements hereafter mentioned, ſhall and may be and continue in the ſtock, blood and kindred of the ſaid I. M. and for and in conſideration of a Marriage by Gods permiſſion ſhortly to be had and ſolemnized, between the ſaid P. M. and one F. daughter of E. T. of, &c. and for divers other good cauſes and conſiderations, him the ſaid I. M. eſpecially moving, it is concluded, covenanted, granted and agreed by & between the ſaid parties to theſe preſents; And the ſaid I. M. on his part, for himſelf, his heirs, executors and adminiſtrators, doth by theſe preſents covenant and grant, to and with the ſaid E. F. and G. M. and either of them, and their executors and adminiſtrators of them and either of them, that for the conſiderations aforeſaid, he the ſaid I. M. and his heirs, and all and every other perſon and perſons now ſtanding or being ſeiſed, or that hereafter ſhall ſtand and be ſeized of and in all that the Mannor of S. in the County of B. with all and ſingular the rights members and appurtenances thereof, and of and in all & ſingular Meſſuages, Tenements, Houſes, Build-

ings, Orchards, Lands, Meadows, Leaſowes, Paſtures, Feedings, Commons, Mile, Woods, Underwoods, Advowſons Reverſions, Rents, Serviſes, Waſes, Eſtraies, Royalties, Liberties, Privileges, Juriſdictions, Hereditaments, and all other the rights, members, and appurtenances whatſoever, to the ſaid Mannor and Lands incident, belonging or in any wiſe appertaining, or accepted, reputed, taken or known, or occupyed, demiſed or letten, as part, parcell or member thereof, ſhall from thenceforth ſtand and be ſeized of and in the ſame Mannor, Lands, Tenements, Hereditaments, and all other the premiſes, and of and in every part and parcel thereof, with the appurtenances, to the uſes, intents & purpoſes hereafter in theſe preſents mentioned and expreſſed, and to none other uſe, intent or purpoſe whatſoever: That is to ſay, unto and for the uſe of the ſaid I. M. untill the ſaid marriage ſhall be had and ſolemnized between the ſaid P. M. and F. and immediately from and after the ſaid marriage ſo had, to the uſe of the ſaid P. M. and F. and of the heirs males of the ſaid P. M. on the body of the ſaid F. lawfully begotten: and for default of ſuch heirs males, to the uſe of the right heirs of the ſaid I. M. for ever. And further, the ſaid I. M. doth by theſe preſents covenant and grant for him, his heirs, executors, adminiſtrators and aſſigns, and every of them, to and with the ſaid E. F. and C. M. and either of them, their heirs, executors, adminiſtrators and aſſigns, in manner and form following: That is to ſay, That the ſaid Mannor, Lands, Tenements and Hereditaments, and all other the premiſes, with their appurtenances, now are and be, and at all times hereafter, and from time to time, ſhall and may continue, remain and be clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved and kept harmleſs, by the

the said I. M. his heirs, executors, &c. or by some or one of them, at his or their own proper costs and charges, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, joyntures, dowers, titles of dower, uses, wills, entails, rents, charge-rents, seek-arrerages of rents, titles, recognizances, Statutes Merchant and of the staple, and of and from all other charges, incumbrances and demands whatsoever had, made, committed or done by the said I. M. or by his heirs or assigns, or by any other person or persons, or by his or their assent, consent, means, privity or procurement: The rents and services which from thenceforth shall grow due to the chief Lord or Lords of the Fee or Fees of the premises, and all lawfull leases or grants, heretofore made or granted of the premises, or of any part thereof, which shall not continue above four years, or thereabouts, next after the date hereof, whereupon several yearly rents are reserved, amounting in the whole to, &c. which shall be yearly payable to the said P. M. and F. and the heirs males of the said P. M. for and during the continuance of the said Leases, and Grants, onely excepted and fore-prized. And that the said Mannor and other the premises, at the end and determination of the said Leases & Grants, shall remain, and from thenceforth shall and may continue and be unto the said P. M. and F. and the Heirs males of the said P. M. of the clear yearly value of, &c. or thereabouts. And moreover, that he the said I. M. his heirs, &c. shall and will at all times, and from time to time, during the space of one whole year next after the said marriage had and solemnized, when, and as often as he or they or any of them, shall be thereunto reasonably required by the said E. F. and G. H. or either of them, their heirs or assigns, or any of them, do, make, knowledge, levy and execute, or cause and

ſuffer to be made, done, knowledged, levied and executed, all and every ſuch further act and acts, thing and things, deviſe and deviſes, aſſurance and aſſurances in the Law whatſoever, be it by Deed or Deeds, inrolled or not inrolled, fine, with proclamation, feoffment, recovery, with voucher and vouchers, releaſe or confirmation with warranty, againſt the ſaid I M. and his heirs, or otherwiſe, or without warranty, or by all or ſo many of the waies, means and deviſes aforeſaid, or by any other waies or means whatſoever; as by the ſaid E. F. or G. H. or either of them, their heirs or aſſigns, or by their or any of their Council learned in the Law, ſhall be reaſonably deviſed or adviſed and required, at the coſts and charges only in the Law of the ſaid P. M: for the further, better and more perfect aſſurance, ſurety, ſure-making and conveying of the ſaid Mannors, Lands, Tenements and Hereditaments, and all and ſingular other the premiſes, with the appurtenances, in and by theſe preſents mentioned and intended to be conveyed and aſſured, in manner and form above in theſe preſents declared, and every part and parcel thereof, unto the ſaid E. F and G. H. to the uſes, intents and purpoſes above in theſe preſents mentioned, and to none other uſes, inrents or purpoſes whatſoever. In witneſs, &c.

An aſſurance of a Joynture made before Marriage, with ſpeciall Covenants concerning Children by a former Husband.

THis Indenture made, *&c.* between R. L. of, *&c.* of the one part; and A. B. and I. G. of, *&c.* of the other part, Witneſſeth, that in conſideration of a Marriage ſhortly to be had and ſolemnized between the ſaid R. L. and A. H. late Wife of, *&c.* deceaſed, for the future good and advancement of the ſaid A. H. and

and in teſtimony of the ſingular good will and affection which he the ſaid R. L. hath and beareth to the ſaid A.H. and for divers other good & weighty conſiderations him the ſaid R.L. thereunto eſpecially moving, it is covenanted, granted, concluded and fully agreed upon by and between the ſaid parties to theſe preſents, in manner and form following; That is to ſay: And the ſaid R. L. for himſelf, his heirs, executors and adminiſtrators, and every of them, doth covenant, promiſe and grant to and with the ſaid A. B. and I. G. and either of them, and the executors, &c. of them and either of them, by theſe preſents; that he the ſaid R. L. his heirs and aſſigns, ſhall and will from and after the feaſt of Saint *Bartholomew* the Apoſtle, and from and after the ſaid Marriage ſo had and ſolemnized, ſtand and be ſeized of and in all that the ſite or ſeat of the Rectory or Parſonage of Eaſt-Church, and of and in all Houſes and Buildings thereupon built, ſtanding or being; And of and in one Field or Cloſe of Paſture, with the appurtenances, thereunto adjoyning, containing together with the ſaid ſite of the ſaid Rectory, by eſtimation 40. acres; be it more or leſs: And of and in a parcel of ground called Herleys Spring, containing by eſtimation one acree, &c. And of and in one Meadow containing by eſtimation forty acres, be it more or leſs: And of and in one piece of ground called *Reeds* Meadow, containing by eſtimation 29 acres be it more or leſs And of and in one field called Frogs field, containing by eſtimation 52 acres, be it more or leſs: And of and in one parcel of Land called Parſonage Hill field, containing by eſtimation 37 acres be it more or leſs. And of and in all thoſe Lands, Cloſes, Meadows, Feedings and paſtures, called or known by the name or names of Stone-pit and Stone-pike, containing in the whole by eſtimation 400 acres, be they

more or leſs: And of and in one other piece of land called *Berconfield*, containing by eſtimation 29 acres, be it more or leſs, and of and in one Cottage with one Rood of land thereunto belonging, or occupied with the ſame, in which Cottage or Houſe, one R. D. did lately dwell: All which premiſes are ſituate, lying and being in E. aforeſaid, and now are in the occupation of, &c. and of and in all other the lands, tenements, rents, reverſions, Serviſes and Hereditaments of the ſaid R. L. in the ſaid pariſh of E. in the ſaid County of K. to the only uſe and behoof of the ſaid R. L. and the ſaid A and of the heirs and aſſigns of the ſaid R. L. for ever, for the joynture of the ſaid A. if the ſaid A. ſhall happen to ſurvive and over-live the ſaid R. L. And the ſaid R. L. doth covenant and grant for himſelf, his heirs, executors, adminiſtrators and aſſigns, by theſe preſents, to and with the ſaid A. B. and I. G. and either of them, and the heirs, executors and adminiſtrators of them and either of them, in manner and form following; That is to ſay, That he the ſaid R. L. his heirs, executors adminiſtrators or aſſigns, ſhall and will at all time and times hereafter, and from time to time, ſuffic ently ſave, and keep harmleſs and indemnified the ſaid ſite, lands, Tenements and Hereditaments, and all other the premiſes, and every part and parcel thereof, of and from all former and other bargains, ſales, gifts, grants, leaſes, ſtatutes Merchant and of the ſtaple recognizances. &c. and of and from all other charges, troubles, and incumbrances whatſoever had, made, committed or done by the ſaid R. L. or by any other perſon or perſons whatſoever, by his means, title, conſent or procurement (the rents and ſervices from thenceforth to grow due to the chief Lord or Lord of the Fee or Fees of the premiſes, only excepted and fore-prized.) And that the ſaid ſite, lands, tenements and other

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the premiſes, now be of the clear yearly value of 200 l. over and above all charges and re-prizes. And further, that he the ſaid R. L. and all and every other perſon and perſons, and his and their heirs, lawfully having, claiming, or rightfully pretending to have any eſtate, right, title or intereſt, of, in or to the ſaid ſite, Lands, Tenements, and all other the premiſes, or any part or parcel thereof, by or from the ſaid R. L. ſhall and will from time to time, and at all times hereafter during the ſpace of two years next enſuing the date hereof, further do, make, acknowledge and execute all and every ſuch other reaſonably act and acts, thing and things, deviſe and deviſes, aſſurance and aſſurances in the Law whatſoever, as by the ſaid A. B. and I. G. or either of them, or the executors or aſſignes of either of them, or their or any of their Councill learned in the law, ſhall be reaſonably deviſed or adviſed, and at the coſts and charges of the ſaid R. L. his heirs, executors or adminiſtrators, for the better and more perfect aſſuring and making ſure of all and ſinguller the premiſes to the ſaid A. for term of her life only in form aforeſaid; ſo that there be not any other or further warranty therein comprized, than only againſt the ſaid R. L. and his heirs. And further it is covenanted, granted and agreed by and between the ſaid parties to theſe preſents, and the ſaid R. L. doth covenant, &c. to and with, &c. that all feoffments, fines, conveyances and aſſurances to be had, made, knowledged, done, ſuffered or executed by the ſaid R. L. during the life of the ſaid A. H. ſhall be to the uſes, intents and purpoſes aforeſaid, and to none other, &c. And further, that ſhe the ſaid A. from and after the deceaſe of the ſaid R. L. during her natural life ſhall or may have, hold and quietly enjoy the ſaid lands, tenements, rents, reverſions, ſerviſes, and all other the premiſes, without any lawfull let,

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ure, troubles eviction, interruption or disturbance of the heirs and assigns of the said R.L. or of any other person or persons whatsoever, lawfully claiming by, from or under the said R. L. his, &c. And further it is covenanted, &c. by and between the, &c. and the said R. L. doth covenant, &c. in manner, &c. that he the said R.L. his heirs, executors or administrators, shall not at any time or times hereafter enter-meddle with, have receive or take the portion or portions, legacy or legacies, sum or sums of money, pertaining or belonging, given and bequeathed, due or to be due to W. H. T. H. and I. H. the Children of the said A. or any of them, or with the increase and profits thereof, or by reason of the same arising, comming or growing or that shall hereafter arise, come or grow of the same, or any part or parcel of the same increase, other then such parcel thereof, as by covenant hereafter in these presents expressed, is yearly to be paid unto the said R. L. or his assigns, for and towards the charges of bringing up the said children, but shall permit and suffer the said I. G. to have the ordering and disposing of the said increase and profits comming of the portions aforesaid, for the benefit of the said children, by the appointment of the said A. and that he the said R. L. shall upon reasonable request, deliver or cause to be delivered to the said I. G. all such Bonds and Obligations, wherein any person or persons, are or stand bound unto the said A. for, touching and concerning the portions of the said Children or otherwise, as shall come to the hands & possession of the said R. L. and make, seal and deliver to the said I. G. such letter or letters of Attorney, for the recovery of the sums of money contained in the same Bonds and Obligations, or any of them, as by the Council learned of the said I. G. shall be thought meet and convenient, and by the said I. G. required,

for

for and to the uſe of the ſaid Children; And that he the ſaid R. L. ſhall not releaſe or diſcharge the ſaid Bonds or Obligations, or any of them, without the conſent and agreement of the ſaid I. G. nor revoke or countermand the ſaid Letter of Attorney: And that the ſaid R. L. ſhall permit and ſuffer the ſaid A. and give his aſſent that ſhe ſhall make a Will, and by the ſame to give and bequeath at her liberty and pleaſure the ſum of 500 l. and ſhall not countermand, or revoke the ſame; And that if it ſhall happen the ſaid A. to die, leaving the ſaid R. L. that he the ſaid R. L. his Executors, adminiſtrators or aſſignes, ſhall well and truly content, &c. or cauſe, &c. the ſaid Legacies or ſo much of them as ſhall not exceed the ſaid ſum of 500 l. within one year next after the deceaſe of the ſaid A. at the Manſion-houſe of the ſaid R. L. in T. aforeſaid; And further, it is covenanted, granted, &c. between the, &c. and the ſaid I. G. for himſelf, his heirs, executors, adminiſtrators and aſſigns, doth covenant and grant, to and with the ſaid R. L. his Executors and adminiſtrators, in manner and form following; that is to ſay, that he the ſaid I. G. or his aſſigns, ſhall yearly, from and after the ſaid Marriage ſo had and ſolemnized as aforeſaid, and during ſo long time as the ſaid Children or any of them ſhall be at the finding and providing for of the ſaid R. L. well and truly content, &c. or cauſe, &c. to the ſaid R. L. or his aſſigns, for every of the ſaid children ſo being, &c. the yearly ſum of, &c. at the Feaſts of, &c. by even and equal portions out of the increaſe and profits of their reſpective portions as aforeſaid; and that he the ſaid I. G. ſhall imploy and beſtow the reſidue of the increaſe and profits, which ſhall come or grow of the ſaid portions or ſtocks from time to time, in ſuch ſort and manner as the ſaid A. ſhall appoint, for the further benefit and commodity of the ſaid Chil-

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dren; and then he the ſaid I. G. ſhall from time to time, when he ſhall be thereunto required by the ſaid A. yield and make unto the ſaid A. a juſt, true and perfect accompt of the ſaid increaſe or profits, coming or ariſing of the portions aforeſaid. In witneſſe, &c.

A Condition where one buyeth Lands, the ſeller is bound that the Land is free from incumbrances.

THe Condition, &c. that whereas the within bounden A. B. hath bargained and ſold unto the within named C. D. and his heirs for ever, all that his Meſſuage or dwelling-houſe, lands, feedings, meadows, paſtures, rents, profits and other hereditaments whatſoever thereunto belonging, with their appurtenances, ſet, lying and being in the Town and field of, &c. in the County of, &c. If therefore the ſaid Meſſuage or dwelling-houſe, lands, and all other the premiſes and every part and parcel thereof, at the day of the date within written, be clearly diſcharged of and from all and all manner of former and other gifts, grants, leaſes, bargains, ſales, joyntures, dowers, rights and titles of dower, rents, arrerages of rents, ſtatutes Merchant and of the Staple, feoffments, annuities, &c. and of and from all other titles, charges, and incumbrances whatſoever, had, made, done, committed or ſuffered; or to be had, made, done, committed or ſuffered by the ſaid A. B. his heirs or aſſigns, or by any other perſon or perſons, by his, their, or any of their means, act, title, conſent, aſſent, or procurement (the rents and ſerviſes which from the day of the date within written ſhall grow due to be paid and performed to the chief Lord or Lords of the Fee or Fees of the premiſes only excepted) That then, &c. or elſe, &c.

A

A counter-condition to ſave harmleſs from two ſeveral Obligations.

THe Condition, &c. that whereas the above named W. H. at the ſpecial inſtance and requeſt, and for the proper debt of the above bound W. C. together with the ſaid W. and G. P. of, &c. by one obligation of the date above written, is and ſtanderh bound to R. W. of, &c. in the ſum and penalty of, of lawfull, &c. with Condition endorſed, for the true payment of, &c. of like money, at or in the &c. on the &c. next comming after the date of the ſaid Obligation, as by the ſame Obligation and Condition thereof more at large appeareth. And whereas alſo the ſaid W. H. at the like inſtance and requeſt, and for the only debt of the ſaid W. C. together with the ſaid W. and the ſaid I. P. by one other Obligation bearing date the &c. is and ſtandeth bound to R. K. of &c. in the ſum and penalty of &c. with Condition for the true payment of, &c. of like money at or in the, &c. on the &c. next comming after the date of the ſaid laſt mencioned Obligation, as by the ſame laſt recited Obligation and Condition more at large alſo appeareth. If therefore the ſaid W. C. his executors, adminiſtrators or aſſigns, or any of them, do and ſhall truly pay or cauſe to be paid to the ſaid R. W. his executors, adminiſtrators or aſſigns, the ſaid ſum of, &c. and to the ſaid R. K. his executors, adminiſtrators or aſſigns, the ſaid ſum of &c. on the ſeverall daies and at the ſeverall places above mentioned, according to the conditions of the ſaid recited Obligations, and for the diſcharge and making void of the ſame obligations, without fraud or delay, That then this, &c. or elſe, &c.

Another

Another Counter-condition.

THe Condition of this Obligation is such, That whereas the above named G. S. at the request, and for the debt of the above bound R. C. together written is and standeth bound to W. C. of, &c. in the sum and penalty of 26 pounds of lawfull, &c. with Condition thereunder written, for the true payment of 13 pounds 6 shil. and 8. pence of like money, at or in the, &c. in manner and form following, *viz.* on the 25 of *December* next comming after the date above written 46 shillings, 8 pence thereof, on the 25 of *March* then next ensuing 40 shil. more thereof, on the 24 of *June* then next following 40 shil. more thereof, on the 29 of *September* then next ensuing 40 shil. more thereof, on the 25 of *December* which shall be in the year of our Lord God 1630. 40 shil. more thereof, on the 25 of *March* then next ensuing 40 shil. more thereof, and on the 24 of *June* then next following 20 shil. residue of the said sum of, &c. as by the said Obligation and Condition more at large appeareth. If therefore the said R. his Executors, Administrarors or Assignes, or any of them, do well and truly pay, or cause to be paid unto the said W. C. his Executors, Administrators or Assigns, the said sum of 13 pounds 6 shil. 8 pence of lawfull money of *England*, at or in the place above mentioned, in such manner as the same is above expressed, and limited to be paid, for the discharge and making void of the said recited Obligation, without fraud or further delay, that then this Obligation be void and of none effect, but if default shall be made in any of the said payments, in part or in all, then this Obligation to stand and abide in full power, strength and vertue.

A Condition for a Brewers Clerk.

THE Condition of, &c. that whereas, the within named, I. D. hath before the day of the date within written, entertained into his ſervice, the within bound I. H. to ſerve in the room, place or office of a dray-Clerk or beer-Clerk; If therefore, the ſaid I. H. doth and ſhall during the time of his ſervice in the ſaid office or place careſully and diligently uſe and imploy himſelf, and his beſt endeavours in the ſaid room or office, and do once in every week weekly during the continuance of his ſervice in the ſaid office, make and give to the ſaid I. D. his executors or aſſignes, a true juſt and perfect accompt in writing, at the Meſſuage or beer-houſe of him the ſaid I. D. ſituate, &c. of all ſuch beer, goods and money of the ſaid I. D. as by any waies or means ſhall come to the hands, charge, cuſtody or poſſeſſion of the ſaid I. H. And likewiſe do from week to week, upon every Monday weekly, during the ſaid term, at the place aforeſaid, content and pay unto the ſaid I. D. his Executors or Aſſigns, all ſuch ſum and ſums of money as the ſaid I. H. ſhall have received of any perſon or perſons whatſoever, due or any wiſe belonging unto the ſaid I. D. his executors or aſſignes: And further, if the ſaid I. H. do not deliver or truſt to any Cuſtomer or Cuſtomers, or any other perſon or perſons now not ſerved by the ſaid I. D. above four barrels of beer at the moſt, before ſuch time as he ſhall have made the ſaid I. D. acquainted therewith: and of what eſtate and condition, all and every ſuch new Cuſtomers are of, and alſo ſhall have the conſent of him the ſaid I. D. thereunto; and further if the ſaid I. H. do not depart from the ſervice of him the ſaid I. D.

his

his executors, administrators or assigns, before such payment and satisfaction shall be made by him the said I. H. unto the said I. D. his executors, administrators or assigns, of all such goods, arrerages, debts, sum and sums of money, as he the said I. H. shall be found to be indebted unto the said I. D. his executors or assigns or any of them, and if in case it shall happen the said I. H. to dye or depart this life during the continuance of the said office or place of Brew-Clerk to the said I. D. his executors or assigns, Then if the executors, administrators or assigns of the said I. H. do or shall (within one month next ensuing after the decease of the said I. H.) well and truly satisfie and pay, or cause to be satisfied and paid unto the said I. D. his executors, administrators or assigns, at the said Brew-house, all such arrerages, debts, sum and sums of money as the said I. H. shall be found to be indebted and to owe unto the said I. D. his executors or assigns, or any of them, at the time of such decease of him the said I. H. without fraud or coven, That then this, &c. or else to, &c

FINIS.